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ABSTRACT

Written to "help to improve faculty-board/administration relationships," this report carefully describes the salary negotiation impasse at William Rainey Harper College (WRHC) in 1975-76. Board and faculty senate actions and reactions are presented in time sequence, as are the subsequent court decisions. Told primarily from the faculty view, with an emphasis on the need for public employee collective bargaining legislation, the account identifies as critical to successful future negotiations at WRHC the following issues: (1) definition of the rights and roles of faculty and board; (2) determination of proper subject matter for negotiations; (3) acknowledgment by the board that it has no right to terminate negotiations unilaterally; and (4) recognition by the board of the Faculty Senate as an affiliate of the American Federation of Teachers. This in-depth case study would be valuable to administrators and faculty of any institution considering unionization and collective bargaining. A bibliography; a review of collective bargaining legislation by states; the faculty salary questionnaire; faculty salaries for 1975-76; salary and schedule proposals for 1976-77; statements and letters by board members, professors, and the college president; and bargaining proposals are appended. (RT)

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ANATOMY OF A SETTLEMENT:

FACULTY SALARY NEGOTIATIONS

AT WILLIAM RAINEY HARPER COLLEGE IN 1976

Michael W. Bartos

A MAJOR APPLIED RESEARCH PROJECT
PRESENTED IN PARTIAL FULFILLMENT OF THE REQUIREMENTS FOR
THE DEGREE OF DOCTOR OF EDUCATION

NOVA UNIVERSITY
1977

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ACKNOWLEDGEMENTS

The purpose of this paper is to give as clear a record as possible of what happened in the negotiations between the Harper College faculty and Board of Trustees from January to June, 1976. Although the writer was chief negotiator for the faculty during that time and thus played a key role in the proceedings, it would have been impossible to complete this task without the assistance of many people. My thanks are due to my fellow committee members: Phil Stewart, Ron Short, Roy Mottla, Dave Macaulay, and Bill Miller (these last two were presidents of the Faculty Senate during the negotiations). Their hard work, able assistance, and encouragement during the long time of negotiations will always be remembered by me. The best part of negotiations and working at Harper College is the opportunity to associate with such fine people as these. Not only did they work with me during the time of negotiations, but each has been a reliable source and help to me in reconstructing the events of the negotiations. As such, they helped me write this history.

Other faculty members who assisted during the time of negotiations as well as contributed to this project were Tom McCabe, Gene Kimmet, George Makas, and Henry Roepken. I would like to acknowledge the encouragement and help received from faculty members who are also graduates of the Nova University program: Fred Vaisvil, Clete Hinton, and Frank Christensen. Dr. Guerin Fischer, Harper College vice-president for student affairs, also assisted me through his advice and encouragement. Dr. Margaret Lindman, coordinator of Nova's Chicago One Cluster, encouraged and assisted me at the times I most needed help.

My wife, Nell, and our seven children have earned the highest thanks and praise for this endeavor. They put up with me for the four years it took to get this far. Without their help, encouragement, prodding, and sacrifices this would never have been done. This belongs as much to them as it does to me.

ABSTRACT

Abstract of a Major Applied Research Project

Presented to Nova University

in Partial Fulfillment of the Requirements for the

Degree of Doctor of Education

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by

Michael W. Bartos

1977

From the first year that Harper College opened its doors until the present time the Faculty Senate of the College has been the negotiating agent for faculty salaries and monetary fringe benefits at the College. This is the only regularly scheduled formal meeting between the Board and the faculty. At all other times the faculty speaks to the Board through the administration. For a number of years the faculty had been very displeased with settlements made between its negotiators and the Board. This culminated in 1975 with the faculty filing suit against the Board for having reneged on the agreed upon settlement. In the year following, the year of this study, matters went even further down hill. The 1976 negotiations were the hardest and most bitter ever.

The faculty first of all attempted to change the salary structure of the college from a rank system to a salary schedule or step schedule. When the faculty could get nowhere with the Board, they sued and lost in court. After returning to the negotiations table, relations continued to be strained and after another month of negotiations no progress was made. The faculty was concerned not only with monetary matters but also with assuring recognition for future negotiations.

When the Board unilaterally ended negotiations on March 29, 1976, no agreement had been reached between the parties. The faculty attempted to reopen negotiations, but the Board adamantly refused. On April 12 the Board without approval of, consultation with, or agreement with the faculty enacted a salary program for the ensuing year. The faculty attempted to protest and got nowhere. The faculty attempted to have the Board return to the negotiation table and were flatly refused. The faculty was unsuccessful in any attempts whatever in changing the Board action.

Having been unsuccessful in direct approach to the Board, on April 28 the faculty went back to court. The faculty accused the Board of bad faith negotiations and asked that the Board action of April 12 be set aside and that the Board be ordered to negotiate. During this time also the faculty at large, and not just the negotiators, had become so incensed at the high-handed actions of the Board that a heretofore unsuccessful attempt to unionize the faculty was regenerated. In a space of just three weeks the faculty voted to unionize. They voted to join the American Federation of Teachers and they were successful in their suit against the Board.

Judge Nathan M. Cohen ordered the Board back to the negotiations table effective May 21. He ordered them to negotiate until midnight of June 1, 1976, the day on which the current recognition agreement would expire. Thus the faculty had unionized and the Board had been ordered back to the table and thus they had to negotiate with the faculty that was now represented by an outside agency.

Another 70 hours was spent at the table and almost as many hours were spent in court, going to court or planning strategy.

Even after all of this time negotiations were finally settled in the courtroom of Judge Cohen. While neither side was completely satisfied with

the agreement, and while both sides in a sense lost and neither side really won, it was a relief to finally have negotiations concluded.

Unfortunately, the bitterness did not end because the Board thought it necessary to issue a position paper even before it had acted on the agreement its negotiators had signed in Judge Cohen's courtroom. While the faculty had won on every legal point in the Judge's courtroom, they did not succeed in two of their main goals. They did not succeed in their demand that all faculty covered by the agreement would receive the full benefit of any negotiated raise, including any and all fringe benefits. Nor were they successful in having the Board recognize the faculty as an affiliate of the American Federation of Teachers. A number of faculty received no raise whatever while some received only a partial raise. While the Board agreed to continue the recognition agreement for another year, it would not go beyond that term nor would it agree to naming the American Federation of Teachers as the faculty's bargaining agent.

In the judgement of the writer, most of the difficulties encountered during negotiations between boards of trustees and faculties would be avoided if collective bargaining were mandated or at least allowed in all states of the Union. If it does nothing else, collective bargaining lays down certain ground rules that both sides must follow. Furthermore, collective bargaining also establishes the parameters within which both sides to a collective bargaining agreement must operate. Without such legislation boards are free to ignore the National Labor Relations Act and determine for themselves to what extent they will or will not negotiate with faculties. In blunt terms, faculties are at the mercy of the boards. If the board chooses to negotiate, it may do so; it it chooses not to negotiate, it doesn't have to.

In the circumstances reported in this paper the board was forced back to the bargaining table after the faculty had brought the board into court. The

Judge decided virtually all issues in favor of the faculty. Mainly because of the carelessness (for want of a better term) of the Board's attorneys, the faculty won in court. Had the Board's attorneys consulted a book on labor relations law in the public sector written by a member of their own firm (who also was the Board's negotiator in the May negotiations), they more than likely would have won in court.

As the writer points out in the last chapter, the Board had all the case law on its side, but its attorneys failed to present any of this in its arguments in front of the judge.

Failing, or in the absence of, collective bargaining legislation, the main lesson to be learned from this study is that boards of trustees and administrators should attempt to treat faculty with more dignity and respect. When boards and administrators act paternalistically at the college level (at any level, for that matter) grown men and women resent them. It is naive to believe that intelligent people such as college teachers will tolerate being treated like second-class citizens or unruly children. While the main expertise of such teachers may be in narrow or limited fields, it must be remmbered that these same people are also well read, intelligent, and informed in many other fields. They do not like being talked down to, nor do they like others determining their destiny without consulting them.

Perhaps faculty asked for too much. Perhaps collective bargaining does not improve education. Perhaps faculties should be less militant. Perhaps faculties should be more willing to reduce their demands in order to keep schools more solvent. Above all else, boards of trustees, administrators and faculty should strive to live by the Golden Rule.

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ANATOMY OF A SETTLEMENT:

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CHAPTER 1 - Preliminaries

I. Introduction

Illinois has no collective bargaining law covering public employees. It is one of only a few states without such a law at the present time. If Illinois had such a law, and if Harper College was covered by that law, it is possible that this paper would never be written because the events to be described herein would never have happened. It is the belief of this writer that the reason all of these events transpired is that, first of all, Illinois has no such law mandating collective bargaining with employees in a public institution and secondly, that the present board of trustees does not believe in the principles of collective bargaining. Furthermore, it is the belief of this writer that collective bargaining is a good thing. It is also his belief that many problems in industry have been alleviated, if not completely done away with, because of collective bargaining agreements entered into by the employer and the employee. What has been good for private industry and has saved private industry billions of dollars and time and effort, not to mention a lot of waste, certainly should also be good for public employees and public institutions.

At the present time there is a collective bargaining bill in the

Illinois State Legislature, that has not yet gotten out of Committee. Section One of this particular bill, titled "HB 1," reads as follows:

> Policy: Experience has demonstrated that unresolved disputes in the public services are injurious to the public, governmental agencies, and public employees. Experiences further prove that protection by law of the right of public employees to organize and bargain collectively safeguards the public business from injury, impairment, or interruptions, and promotes public business by removing certain recognized sources of strife and unrest, by encouraging practices fundamental to the friendly adjustment of disputes arising out of differences as to wages, hours, or other working conditions, and by creating equality of bargaining power between public employers and public employees.
>
> It is declared to be the policy of the State of Illinois to eliminate the causes of certain substantial obstructions to public business and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise of workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

If this bill is passed in this session of the Illinois State Legislature, Illinois will obviously then have a collective bargaining bill. This probably is the best thing that could happen to public employees in the State of Illinois and, not only to public employees, but the public employers as well. This bill would then mandate the right of employees to collective bargaining; it would set up a workable machinery for employer-employee relations on the job. The fact that Illinois is one of only a few states that does not have such a law certainly is ample evidence of the fact that it is Illinois that is not in line. Surely the other states that have such a law have acted in what they consider to be the best way to bring about order out of the chaos that usually obtains when there is no such law. All that one has to do is look at the State of Illinois for the past year to see the number of work stoppages, strikes, lockouts, whatever you want to call them, that occurred in that period to see that such a bill would bring about

a better system of bargaining in the State of Illinois. (See Appendix A for the state of collective bargaining in the U.S.)

II Background of the Problem

Harper College opened its doors as a community college in August of 1967. By the time the second semester of the first year of operation had ended the following May, the Harper faculty had a new contract and a new salary schedule. They also received some new fringe benefits. These matters came about as a result of negotiations between the board of trustees and a committee of the faculty. Since those first negotiations, Harper board members and a committee of what is now called a Faculty Senate have engaged in collective bargaining every year. For the first three years of the college, negotiations were relatively easy, pleasant, and free from acrimony. Times were good then.

Beginning with the fourth year, however, negotiations became increasingly difficult, unpleasant, and full of acrimony. The negotiations conducted in the year 1976 (for the 1977-78 salary year) have been the longest, most difficult, and surely the most bitter. This study is concerned solely with the 1976 negotiations.

Negotiations began officially on January 11, 1976, and concluded officially on June 23, 1976, with the passing of a resolution by the board of trustees accepting a new contract with the faculty. In that course of almost six months, the faculty filed two law suits in circuit court against the board. The first suit was decided, or at least the judge ruled, in favor of the board and the faculty went back to the bargaining table for about another month. The board unilaterally concluded negotiations on March 31 and refused then to return to the negotiating table. In the intervening time the school had its annual spring break. The board met and

declared negotiations had ended and set out a new salary schedule for the following year. The faculty then returned from their spring vacation and within a week had filed the second law suit. In the second law suit, the faculty was the winner -- if, indeed, there is a winner. The board was ordered back to the table and, of course, obeyed the judge's instruction. However, the board appealed the ruling of Judge Cohen to the State Appellate Court. When this appeal was not granted by the Illinois Appellate Court, the board was again ordered back to the negotiating table.

After another brief period of lengthy, hard negotiations, the deadline set by the judge was reached and again the faculty and the board were not in agreement. Therefore, it was back to the court where finally the matter was settled through the intervention of Judge Nathan M. Cohen. Of course, all of this will be set forth in detail in the following pages.

Included in this study will be a review of all faculty preparations prior to and during negotiations. Questionnaires used by the faculty, letters both to and from each committee, memoranda and announcements will be used throughout to give a chronological history of the events leading to that final settlement. Newspaper reports wo;; be used to illustrate the view given to the public served by Harper College. Most importantly, however, the records of the faculty committee, copies of the law suits, motions, answers and other court documents will be heavily utilized. The negotiations sessions from May 21 to June 1 (some 70 hours of talks) were recorded by certified court reporters and these transcripts will also be used extensively in this paper. Most of the court sessions were also recorded by a certified court reporter and these transcripts, too, will be utilized. Finally, reference will be made to certain literature on

community college negotiations, Illinois law concerning community colleges, the National Labor Relations Act, and to the Harper College documents, including the board's policy and procedure manuals and official minutes.

III. Major Issues

There is no question that Harper College will be in existence for many years to come and that it will grow and continue to serve the people of its district. It can be safely predicted, moreover, that negotiations between the Faculty Senate and the board will also continue as an unnual exercise at the college. These two facts alone dictate the need to study the negotiations process carefully. Certainly in any list of critical issues facing the college, board-faculty relations stand high.

One of the first of these critical issues in negotiations is the need to define the respective rights and roles of both parties. It is easy enough to say that the board is charged with the responsibility of managing the college through its administrators. It is also easy to say that the faculty's responsibility is to fulfill the terms of their contracts (to teach, to counsel, to work in the library, etc) honestly and to the best of their ability. Having said this, then one may justly ask if there is a strict division of these responsibilities and that never the twain shall meet. If the answer is yes, then the next obvious question to ask concerns the idea of collegiality in higher education and its application in the governance of Harper College.

The second critical issue concerns the subject matter for negotiations. Currently at Harper College the two parties discuss only salary and monetary fringe benefits. Working conditions may

not be discussed at the bargaining table and there is no other forum to discuss or negotiate for such concerns. There is even disagreement about what may be discussed under "salaries" since the board maintains it has a statutory right and obligation to determine salary ranges. The faculty maintains that ranges are a part of salary (and they have court opinion to support them) and thus, proper subject matter for negotiations.

A third critical issue concerns the right of the board to terminate negotiations unilaterally. In several past years the board declared negotiations ended even though no agreement had been reached between the parties. In 1976 the faculty sued the board over this issue and were gratified to find their position upheld by the court. As stated earlier, the board was ordered back to the bargaining table by Judge Nathan Cohen of the Cook County Circuit Court, Chancery Division.

The fourth issue of critical importance concerns the recognition of the Faculty Senate as an affiliate of the American Federation of Teachers by the board. For the first six years of its existence, the Faculty Senate was formally recognized by the board. The board negotiated with the Senate and asked the Senate to express its concerns and opinions on many occasions. In 1974 the board signed its first recognition agreement with the Senate. This agreement, which was renewed the following year, recognized the Senate as the faculty's representative to negotiate salary and monetary fringe benefits. In 1976 the faculty affiliated with the American Federation of Teachers, sued the board, and forced it back to the bargaining table and finally reached an agreement on a new contract. There was, however, one point on which the board remained adamant: it refused to renew the negotiating

agreement for another year. After the intervention of Judge Cohen (requested by the faculty and reluctantly agreed to by the board) the board did agree to recognize the Senate, but not the union. Other terms of the agreement were changed.

It is clear that these critical issues remain unresolved at the present time at Harper College. Negotiations will resume in February, 1977, at which time the contracts for the 1977-78 school year will be under discussion. It is unlikely that these issues will be resolved by February, 1977. In other words, it is necessary to begin working on these matters now in order to solve each of them severally. Of course, it is hoped that such solving of individual issues would lead ultimately to resolving the biggest issue of all, viz., faculty relationship with the board/administration, and a defining of the role of the faculty in the governance of the college.

IV. Procedures

Settlement of the faculty contract for 1976-77 was concluded, as stated previously, after almost six months of negotiation. The author of this study played an important role in the entire collective bargaining process. Thus, it is evident that what would be studied is history and this report is being written by one of the chief participants. It is important that a clear record of the proceedings and the events be set down permanently. It is also evident that the writer, although sure to be accused of being biased or self-serving, had a "front-row seat" and, thus, has the advantage of being able to write an eye-witness account of the 1976 negotiations.

Fortunately, also, all public records of the negotiations are in the possession of the writer and available for use in writing this study. Among these records are copies of all law suits filed, copies of all

documents made public by both parties, copies of the complete transcripts of the negotiation sessions from May 21 to June 1, 1976 (the only sessions recorded by a certified court reporter), copies of transcripts of court proceedings, and newspaper clippings.

Since all the participants in negotiations are still associated with Harper College, facts can be checked and rechecked. Furthermore, while this report is intended mainly to reflect the faculty's view of negotiations, it will be possible to check facts with the other side for accuracy. Matters of opinion will be clearly pointed out as such as will matters of subjective judgment.

In addition to these documents the policy manual of the Harper College Board of Trustees will be used, as well as the State of Illinois statutes concerning negotiations in community colleges, and the National Labor Relations Act. Also to be consulted will be a book on labor law, one of whose authors is Theodore Clark. In addition to serving as the board's negotiator from May 21 to June 1, Mr. Clark had also advised the board in legal matters before May 21 and it is expected that he will be their chief negotiator in February, 1977. Mr. Clark also represented the board in court on negotiating matters in May and June of 1976 along with several others of the board's attorneys.

The facts of this study will be presented in as unbiased and objective a manner as possible. It will begin with faculty preparations for negotiations in 1976. Negotiations continued until February when the faculty brought its first suit against the board. The faculty lost that suit and negotiations resumed in March. On March 29 the board broke off negotiations unilaterally and on April 13 passed the

salary program for the 1976-77 school year. The faculty went back to court in April. This time the faculty won; negotiations were resumed on May 21, and concluded on June 1. There were further court battles which were finally resolved on June 14 and the board adopted a new contract (which the faculty agreed to) on June 23.

V. Implications and Significance

Dissent and diversity are in some respects the lifeblood of many institutions, for without dissent and diversity, conformity and sterility take over and institutions are destroyed from within. New ideas, new blood, new challenges are needed for institutions to survive and prosper. While dissent and diversity are not all bad, such matters can also lead to destruction. However, stifling these sentiments does not help an institution either. What all this means is simply this: Harper College's board and administration must learn not only how to live with dissent and diversity but also how to use it for the advantage of the college.

Too often disagreement is seen as a challenge to power or authority rather than an honest difference of opinion. Too often an attempt to debate a point openly and honestly is seen by the board/administration as betrayal or disloyalty. Board/administration have to learn to live with faculty who are professionals and intellectuals who do not always see eye -to-eye with them or with each other. Many teachers are followers - good soldiers, if you will, - who will obey orders and not question why they are ordered to do this or that. Most, however, are intellectuals or scholars who always seek to understand and interpret all orders and actions. These people do not obey blindly. They are not easily led, nor do they accept orders or ideas simply because they come from authority:

to most, indeed, authority is always suspect. Furthermore, all are professionals who jealously guard their prerogatives and rights as professionals. They resent charges, either expressed or implied, that they are not capable of behaving as professionals. They want a voice in their own destiny and work.

Such, then, is the main implication of this study. Faculty cannot be treated as field hands or children. They are experts in their own narrow specialties, certainly, but they are also insiders in education. They are not outsiders or laymen. They have no interest in managing or administering the college, nor any desire to "take over" such positions. This is not to say they lack knowledge or expertise or that they are disinterested in what happens in the executive suite or board room.

On the other hand, the board/administration, too, have certain rights, privileges and duties that can at times run counter to faculty concerns. Rather than run the college by executive fiat, the administration should involve the faculty in decision making and explain the whys and wherefores of decisions that affect faculty. The faculty would - or should - be more willing to accept unfavorable or unpleasant changes in governance or policies under such conditions.

In short, then, the main potential implication of this study is that it might help to improve faculty-board/administration relationships. It may help to narrow the gulf that now separates the two factions. This study hopes to point out areas where compromise can be reached to ease tensions. In many cases, neither side will lose by giving in just a little.

There is no doubt that both faculty and board/administration have a common goal of providing the best possible education for the students

of Harper College. Division, in-fighting, hostility between the two sides, require time and energy that could be put to better use. Too much time and energy is spent fighting. There are many cases where there is little separating the two sides and very little concession is needed to solve a problem. Neither side should always be giving in to the other, nor should it be necessary to file law suits to settle differences.

This, then, is the most important goal of this study. It is the belief that a close study of 1976 negotiations will show that many problems could have been avoided and agreement reached much earlier had the parties been more willing to listen to each other, respect each other, and to compromise on small matters. Law suits could have been avoided; time, energy and money would have been saved or spent more wisely, more productively, and more beneficially to all concerned.

Thus, both faculty and board/administration could have devoted their time, money, and energy to the main purpose of Harper College - the education of students. This is what this study will show and this is how education practice at Harper can be improved.

CHAPTER 2: Negotiations Phase I

I. Opening Gambits

In November of 1975, David Macaulay, president of the Faculty Senate, appointed four faculty members to serve on the faculty negotiations committee: Michael Bartos, Associate Professor of English; Phillip Stewart, Assistant Professor of Police Science; Ron Short, Media Specialist; and Roy Mottla, Instructor in English. Mr. Macaulay, as president of the Senate, served ex officio. At the first meeting of the committee Michael Bartos was elected chairman and chief spokesman. The first action of the committee was to determine a questionnaire to be sent to all members of the faculty. This was the practice in use by the faculty committee for a number of years. The questionnaires went out, were returned and the results tabulated. (See appendix B for a copy of the questionnaire and the results.) In general, these matters seemed to be of greatest importance to the faculty.

First of all, the faculty wanted a greater increase in salary than in the past due mainly to the increasing inflation and the high costs of living in the Chicago metropolitan area. Secondly, the faculty was concerned by the difficulty of earning a promotion, especially since promotion was one way, if not the only way, to get a substantial increase in salary. One of the chief ideas that came out of this was that the faculty wanted a salary schedule similar to those in effect in the high and grade schools as well as virtually all of the community colleges in Illinois. As to fringe benefits, the faculty was concerned with teaching load and class size. Other minor demands were tuition for dependents, an increase in medical coverage, life insurance, dental insurance, and a grievance

policy. Finally, the faculty was asked to vote on whether or not they wanted a master contract, but the results of this last were inconclusive. After the results were tabulated, the faculty committee met again to determine what kind of package it would present to the board committee at its first meeting. Much time was spent in attempting to arrive at this position, but the faculty found that it would be best extend deliberations before setting its final package.

Mr. Macaulay had notified the board of the faculty appointments and was in turn notified that Robert G. Rausch, trustee, had been appointed chairman of the board's team to serve along with trustee Mrs. Judith Troehler. It had been the practice of the board in recent years to limit membership of its committee to only two members. Under date of December 12, 1975, Mr. Rausch wrote to Mr. Bartos as follows:

> I have received a letter from Dave Macaulay advising me that the Faculty Negotiations Committee has elected you as chairman, and further that you prefer to meet initially on January 12.
>
> I am disappointed that we could not begin by December 19 as Mrs. Munson had suggested. As stated in her letter of November 25 to Dave Macaulay, we are aiming to conclude negotiations by March 1 and such delays are most unfortunate. Nevertheless, Mrs. Troehler and I will look forward to meeting with you on January 12.

The date of that letter should be noted carefully. It so happened that on the previous day, December 11, 1975, the board had met for its regular monthly meeting and at that time passed a resolution setting salary ranges for the next year. In short, the board had acted on a matter that directly affected negotiations even before negotiations had commenced. Obviously, one would not have known of this unless he had attended the meeting of the board on December 11. It also so happens that this was during final exam week at the college and it is unlikely that this action of the board would

have come to the attention of faculty members immediately. It seems also that Mr. Rausch's letter expressing his disappointment at the faculty's inability to meet on December 19 and the board's action on December 11 set the tone for what was to be a stormy negotiation session.

Under date of January 6, 1976, Dr. Robert E. Lahti, President of Harper College wrote Mr. Bartos confirming the date and place of the first negotiation session. He also noted that the board committee "would appreciate receiving the faculty proposal prior to this initial meeting."

In previous years it had been the practice of the faculty negotiators to submit a proposal to the board in advance of negotiation sessions. This year, however, the faculty determined to delay sending the package to the board until the first meeting. On January 10, the faculty met to finalize its program. In order to maintain strict secrecy, it was decided that the chairman would type out the final proposal on the day of the meeting and make sufficient copies only for the people who would be attending the meeting. Furthermore, two days would elapse between the meeting of January 10 and the meeting of January 12. The faculty determined that they should think about their plans over the weekend to be sure they wanted to go forward with it. The faculty had decided to submit only one demand to the board team; in other words, they were going to put all of their eggs into one basket.

The first meeting of the two negotiating committees was held at 7:30 p.m. on January 12, 1976, in the board room of the administration center. In addition to the faculty and board teams, the following also appeared as resource persons for the board: President Lahti; John Birkholz, vice-president for academic affairs; Guerin Fischer, vice-president for student affairs; William Mann, vice-president for business affairs; Wilfred Von Mayr, personnel director; and C. Patrick Lewis, administrative assistant to President

Lahti. These people usually served along with the board at all negotiations sessions. After the usual amenities at the beginning of the meeting, Mr. Bartos, chairman of the faculty committee, handed all copies of the faculty's proposal to Mr. Rausch, chairman of the board committee.

The faculty proposal was quite simple. It contained only two points. The first called for new salary ranges across the board; in other words, a change in the system of paying faculty at Harper College. The second provision called for a continutation of the agreement between the faculty and the board for an additional year. (All salary proposals will be found in Appendix C.)

Mr. Rausch took those copies and did not distribute them to any of the other members on his side of the table. He literally threw them back at Bartos and rejected the document claiming it to be a new salary system and as such not negotiable. It is important here to remember that the board had passed new salary ranges on December 11, 1975, just a month before this first meeting. Rausch stated that a negotiation agreement does not call for a change in the system. Bartos rejected such comments and pointed out to Rausch that the faculty indeed had negotiated a change in the system in the very first year of operation of Harper. He further pointed out that the negotiation agreement does call for the right of the faculty to negotiate on matters of monetary fringe benefits and salary and certainly a salary system is part of salary. It would help at this point set forth the recognition agreement between board and faculty as it existed at the time of these negotiations.

RECOGNITION AGREEMENT

I. The Board of Trustees of William Rainey Harper College recognizes the Harper College Faculty Senate, Inc., as representative of all full-time faculty employed by the board for the purpose of negotiating on salaries and monetary fringe benefits for all such full-time faculty.

II. The recognition of the Harper College Faculty Senate, Inc., by the Board of Trustees of William Rainey Harper College as the representative of all full-time faculty employed by the Board shall be in effect from the date of signing by both parties until June 1, 1976.

The first such agreement was signed in 1974 and the second in 1975. This agreement was made part of the official minutes of the board and agreed to and signed by both board and faculty negotiating teams in both years. The point at issue in under Number I, namely "the purpose of negotiating on salaries and monetary fringe benefits for all such full-time faculty."

At the board meeting of December 11, 1975, when the board passed a new salary range schedule for the year 1976-77, Dave Macaulay, President of the Faculty Senate, expressed some grave reservations about this action. After stating that he had no objections if the policy were intended as a guideline for new faculty, Macaulay went on to state that

> ...if its intent was to limit present faculty he would strongly object as this represents unilateral action and an act of bad faith in light of the fact that new salary ranges are being established at a time period immediately prior to negotiations. He felt salary negotiations were more properly determined in the negotiations process and reminded the board that the Faculty Senate as recognized by the board as the bargaining agent for salary and fringe benefits. Macaulay went on to say that the salary ranges proposed were totally unrealistic; some faculty members already exceed the maximum. The increase in the maximum does not begin to approach the increase in the cost of living. ...
>
> Mr. Rausch responded, stating that first of all salary ranges are not negotiable nor have they been. Salaries are negotiable, ranges are not, and they were not negotiated in the past. Mr. Rausch, therefore, took umbrage at the charge of bad faith. Regarding people who already exceed these ranges, Mr. Rausch felt that they are exceedingly lucky. Salary ranges are not a cost of living adjustment device. They are a management technique to consider the market and establish internal quality. (Board Minutes, 12/11/75)

The chairman of the Board, Shirley Munson, and member William Kelly also commented on Mr. Macaulay's remarks and stated that the board felt that it was a prerogative of the board to set salary ranges.

It is obvious, then, that the faculty and the board were at loggerheads on this particular point. As stated previously, Bartos pointed out that the faculty had indeed negotiated salary ranges in the past contrary to Rausch's contention, and Bartos felt that he had more knowledge in this since he had served on several negotiating committees and had been a member of the faculty of Harper since its inception while Rausch had been a board member for less than three years. The final outcome of the January 12 meeting was that Rausch proposed January 19 as the next meeting, but only if the faculty would present a proposal "that falls within the scope of the agreement." As it happened, the next meeting of the committee was on January 20, 1976.

At the meeting of January 20 the faculty had not changed its proposal but presented the same one. Rausch said, "The document addresses itself to fundamental changes in the salary system and ranges," and rejected it on the grounds that "it is not negotiable." Furthermore, Rausch said, "I will not discuss salary structure or ranges." He went on to repeat that "only salaries can be discussed," and "a salary system is not negotiable." Obviously the faculty committee objected to this and raised its own point that it would be impossible to separate a salary range system from salaries and that the agreement says that salaries can be discussed and the faculty insisted upon its position and continued to ask Rausch for a counter proposal. Again Rausch said that he would negotiate "salary increases but not the management approved salary schedule of the school." Furthermore, he said he was not going to negotiate anything outside of salary increases and monetary fringe benefits. He said that he could not negotiate the proposal presented by the faculty. He said that the present system is "management judgement to a large extent" and that he would

"neither defend nor explain it." It is obvious from a remark such as this that Rausch felt that the board was in a position to dictate all terms and the faculty was in a position to do nothing but to accept his terms.

At the next meeting of the two committees on January 26 very little had changed. Rausch again said that "the compensation schedule is not negotiable," and that he would not discuss it. Furthermore, he left the faculty at this meeting with an ultimatum in which he said, "We will mail contracts if you don't assist us" in negotiating a fair settlement. The faculty, of course, objected to his statement "if you don't assist us" by saying that the faculty was there to negotiate a contract and that they met at the negotiating table with the board as equals. They insisted that they be treated as equals and not as minions of the board.

Under date of January 28, 1976, Rausch wrote to Bartos that the board negotiators were "not prepared to negotiate a change in the pay system of Harper College." He went on as follows:

> In accordance with the recognition agreement, the board team is ready to negotiate a fair and equitable increase in individual contracted salaries of the faculty within the framework of the salary ranges adopted by the board of trustees on December 12, 1975. Additionally, the board team is read to discuss the monetary fringe benefits available to the faculty.
>
> It should be pointed out that past practice of these negotiations ... has been that salary ranges are matters of management prerogative and are not subject to negotiations. In fact, during the two previous negotiating years in which you participated you agreed that such was the case. It is therefore difficult to understand your present position.
>
> The board team stands ready to receive a proposal from the faculty which is consistent with the scope of the recognition agreement. It does not stand ready to examine your present proposal. We should like to remind you of the target date of March 1 for the conclusion of these negotiations. ...

On the same date, Bartos replied briefly to Rausch's letter only to acknowledge it and to request postponement of the meeting scheduled for

February 2 to a later date. Bartos certainly did not agree with Rausch's contention that it had been the past practice that salary ranges or matters of management prerogative were not subject to negotiation. As Bartos pointed out to Rausch on a number of occasions, this indeed was not the case; the faculty in the past had negotiated salary ranges. Furthermore, Bartos said that he served on a committee of faculty and administration that worked out an agreement on salary ranges in 1974. He also pointed out that in the first year of negotiations the faculty had a salary schedule such as the faculty was now proposing but that it had negotiated that away in favor of the present system. Obviously, then, to say that the faculty had never negotiated salary ranges or a salary system was naive to put it in the kindes terms.

Bartos also pointed out to Rausch that he was not at all moved by Rausch's threats, especially that in the meeting of January 26 when he threatened to mail out contracts. He also did not appreciate Rausch's comments that the faculty was there to assist the board in setting new salaries. It should also be noted, finally, that the board had set an arbitrary date of March 1 for concluding negotiations and that the faculty had never agreed to any such date. The faculty consistently maintained the position that negotiations were possible during the entire term of the agreement, meaning June 1, 1976. The faculty could not agree to any sort of arbitrary limitations of these dates because it would run counter to the contract it had with the board and its own interests.

II. First Court Action

No meeting was held on January 28, nor was there a meeting on February 2. On January 28 Bartos and Macaulay along with their attorney, John Juergensmeyer, appeared in the court of Judge Joseph M. Wosik of the Circuit

Court of Cook County, Illinois, Chancery Division, to file a petition for rule to show cause and mandatory injunction to bargain in good faith. This suit was filed by the Harper College Faculty Senate against the Board of Trustees of Harper College. In its petition the faculty pointed out that Judge Emmett Morrissey, on June 30, 1975, had entered an injunction against the defendant board "enjoining them from 'signing any employment contracts with any faculty member of William Rainey Harper College for a salary and benefits in any amount less than those amounts agreed to ...'" Secondly, the faculty pointed out that the aforesaid injunction order had "recognized 'the recognition agreement' between the parties, ... which ... has been extended in effect until June 1, 1976." Furthermore, the faculty pointed out that the board had set salary ranges on December 11, 1975, in defiance of the order of Judge Morrissey and that the faculty had protested this action through its president, Dave Macaulay, at the board meeting of December 11.

The faculty went on to point out that negotiations were now underway for the next year's contracts and that three meetings had been held and that at those meetings the plaintiffs "presented proposed contractual amounts of salaries and monetary fringe benefits pursuant to the aforesaid recognition agreement." In fact, by this time the faculty had presented three different proposals.

Despite the faculty's attempts to present different proposals, the defendants had refused to make any proposals of any kind whatsoever and they had repeatedly refused to discuss the plaintiff's proposals.

The faculty summed up its position in point Number 12 of its petition which is here quoted in its entirety.

> Defendant's negotiating committee has repeatedly expressed verbally, and in writing as reflected in the letter from the chairman of the board of trustees negotiating committee to the chairman of the faculty senate negotiating committee ... that the defendants refuse to discuss any proposals at all unless they "find acceptable" plaintiff's proposals, and defendants denied that the plaintiff's proposals ... are within the scope of the aforesaid recognition agreement ...; and that further the defendants refused to meet, finding such meetings "would serve no purpose unless you can furnish sufficient rationale" that plaintiff's proposals are acceptable in advance to defendants; and that further defendants have arbitrarily and capriciously set the date of March 1, 1976, as the "target date" by which date defendants will unilaterally ignore the recognition agreement and unilaterally contact plaintiff's members individually with proposed contracts, all in violation of the aforesaid recognition agreement, and further evidence of the defendant failure to bargain in good faith and further unfair labor practices.

The relief asked by the faculty in this case was that the court would issue a show cause order against the board to show why they should not be held in contempt of court for violation of the court's order of June 30, 1975, and secondly, that the court issue a declaratory judgment finding the proposals of the faculty to be within the scope of the recognition agreement and, thirdly, that a temporary restraining order be entered against the board preserving the status quo and compelling compliance with the contractual agreements including a mandate that the defendants negotiate in good faith, that the defendants cease and desist from threats of unilateral action and of any contact with faculty members, that the board pay the plaintiff's attorney's fees, and that the court retain jurisdiction.

Judge Wosik then issued the following motion for preliminary injunction on February 18. He ordered the board to follow these injunctions:

1. Not to communicate directly with faculty concerning contracts, salaries or fringe benefits and not to mail contracts;
2. Cease and desist from any threat of unilateral action and not to discuss negotiations with faculty;
3. Not to set arbitrary deadlines, or threaten to do so; to refrain from unfair labor practices; and
4. To negotiate in good faith with the faculty.

It was a mistake for the board to reject the faculty's first proposal of January 12 out of hand. Had the board looked at the proposal, studied it, commented upon it, and then rejected it, much time and effort on the part of both committees could have been saved, not to mention a lot of recriminations. The faculty fully expected the board to reject their proposal. While they had no other proposal ready, they did have in their hands the results of the faculty questionnaire on which they could have based an alternate proposal. Rausch's actions in summarily dismissing the proposal without even showing it to other members of his committee, without even studying it, only served to harden the attitude of the faculty and to strengthen their position in determining that this was indeed the right proposal. Up to this time there had been some feeling among the faculty committee that perhaps they were doing the wrong thing and that perhaps they should have presented an entirely different proposal. As often happens in such cases, the attitude of the board only served to strengthen the faculty committee and to bring them closer together to work much harder to move for their proposal.

While the first meeting with Judge Wosik on the faculty petition was on January 28, the first hearing on the matter came on Wednesday, February 4. Unfortunately there was a severe electrical problem in the Civic Center in Chicago and this only further served to delay matters. As a matter of fact, the hearing was not completed until Friday, February 20. At that time the faculty's suit was thrown out of court on a technicality. In brief, the faculty had served notice on the president of the college on time andproperly by the sheriff of Cook County. Nonetheless, the faculty's attorney had failed to notify simultaneously the board's attorney of this

action, although there is no doubt that the board's attorney was notified of the subpoena presented to Lahti on the day he was served. After all, the board's attorney was fully conversant with the situation by January 31. Nonetheless, simply because Juergensmeyer had not notified the board's attorney within 48 hours of filing the petition, Judge Wosik found that the faculty failed to act properly, and on this basis, and this basis alone, he dismissed the suit. Fortunately, however, for the faculty the board misinterpreted the court ruling as a victory for themselves feeling that they did not have to negotiate with the faculty; that, in other words the memorandum of agreement signed by both the board and the faculty alluded to earlier, was not binding on the board. As will be seen later, such was not the case and the board's attorneys had made a disastrous interpretation of the judge's ruling for themselves. A newspaper account dated February 5, 1976, sums up what happened:

> The Harper College Faculty Senate law suit against the college board of trustees on negotiations issues was rejected in court Wednesday because it was not filed properly. (Palatine Herald)

The faculty then knew it had to come up with a new plan of action. The first step was to write Will Von Mayr, college personnel director, for information the faculty would need in order to prepare the traditional proposal. The chairman wrote to Von Mayr for such information, assuring him that it would be kept confidential. A meeting was also requested by the faculty for Monday, February 16. Rausch rejected that date. On February 17 Bartos wrote to Rausch enclosing a copy of the faculty committee's fourth revision of its salary proposal. This proposal was the same as had been presented previously, but with revisions. The faculty was fully aware that it had to come up with something else but was banking on returning to Judge Wosik's courtroom.

Next, on February 19 a general faculty meeting was held at which time the faculty negotiating committee presented its arguments and a report of what had been happening in negotiations to the entire faculty. The entire faculty gave its negotiators its unqualified unanimous support and asked them to pursue negotiations. On February 20 the faculty committee went before Judge Wosik again and asked him to reconsider his ruling of February 4, but Judge Wosik refused to change his position. It was evident to the faculty they had no choice but to go back to the bargaining table with a new proposal. On February 23 the faculty met at the home of its chairman to set up an entirely new proposal. On that same date Rausch wrote to Bartos suggesting a number of dates for meetings in order to negotiate. The faculty replied to Rausch rejecting his dates because one of the members of the faculty team was recuperating from surgery, and faculty schedules and prior commitments precluded meeting on the dates Rausch suggested. The faculty suggested alternate dates and this matter was finally resolved with an agreement to meet on Monday, March 1, from 7:00 to 10:00 p.m.

III. Back to the Table

At the meeting of March 1 the faculty committee submitted an entirely new proposal to the board of trustees. There was a preamble to this proposal which read, in part, as follows:

> The faculty negotiations committee is appointed by the president of the Faculty Senate with the advice and consent of the Senate. The Senate is the only body at Harper College that represents and speaks for the faculty. This is a fact attested to by tradition and by the recognition agreement between the board and the Senate...

The new proposal was divided into three sections; the first section was titled "salary," the second "monetary fringe benefits," and the third "renewal of agreement." In all, there were 19 separate demands in the

proposal. The faculty continued to ask for a new salary system. In addition to this, the faculty gave an alternate proposal for salary and asked that salary be increased by an amount to be submitted later plus a cost of living increase or decrease every three months based on the Bureau of Labor Statistics information. It asked for a minimum base pay, a new summer school pay schedule, and a salary for overload courses to be computed in a new fashion. It asked also that full-time faculty be given the right of first refusal of overload assignments and it also asked that the board, if it did not want to change the salary system, would grant automatic promotions in a manner to be negotiated. Under the monetary fringe benefits section the faculty asked for the following: dependent tuition reimbursement for courses taken at Harper, free eye examinations, raising the amount on medical coverage, rasing the amount of life insurance, a provision that medical insurance be made available to retired faculty, that faculty be reimbursed for serving on peer evaluation committees, that faculty be given free use of the day care center for their dependent children, that each faculty member be allowed two personal business days per semester, and that a joint committee of faculty and administration be appointed to study the faculty work load. Under renewal of agreement, the faculty asked that the agreement be extended for one year and that working conditions be included as part of the agreement and that there be, in addition, an arbitration agreement in the contract.

Under date of February 24 Von Mayr answered Bartos' request for information saying he would not be able to deliver such information without the consent of Rausch. This refusal seemed to be a part of an attempt by the board and administration to make negotiations more difficult. For example,

under date of February 17, John Birkholz, vice president for academic affairs, sent a memo to all academic affairs administrators concerning negotiations. Birkholz attempted to set forth both the faculty and board positions in this manner:

1. Statement of Fact: The faculty proposal consists of a step salary schedule which is outside the scope of the Recognition Agreement ... as agreed to by the Board of Trustees and Faculty Senate.

   Response: The Board's position is that salary ranges are a management prerogative, which it cannot delegate through negotiations. This position has been tacitly accepted by the faculty during the last five negotiations. The Board is willing as in the past, to negotiate movement within the ranges and monetary fringe benefits.

2. Statement of Fact: The faculty has presented three variations of their proposal as their sole demands for this year.

   Response: The Board team has continued to try to find a common ground within the scope of the Agreement upon which to proceed to a negotiated agreement on salaries and monetary fringe benefits ...

3. Statement of Fact: The Faculty Senate has decided to adjudicate the negotiations process in court.

   Response: The Board feels that the negotiations climate has been altered by this course of action, and that no meaningful dialogue can result until the matter has been resolved in court or withdrawn by the faculty.

Summary: It is my understanding that the negotiations committee wishes to reach an agreement on salaries and monetary fringe benefits with the Faculty Senate which would include an equitable settlement for 1976-77. The Board's past actions on equity and competitiveness of salaries of Harper administrators and faculty is a matter that will hold up in comparative studies of State and national data.

Obviously this statement was strictly self-serving and in no way could be construed as representing the faculty position accurately. At the meeting of March 1, surely the board had to take into consideration a new proposal and most of the time at that meeting was spent discussing the purport of the proposal, the meanings of the various items, and making sure

that all points were clarified. The board then suggested a meeting on March 3 in order to continue this discussion. That meeting had to be cancelled and the next meeting of the committees was held on March 7. In that time Rausch wrote Bartos on March 3 stating, "We remain extremely concerned that valuable time that could have been used to reach a common understanding and mutually satisfactory agreement has been lost." He then went on to repeat some comments he had made in previous letters.

Bartos responded on March 4 pointing out to Rausch that Rausch had rejected dates for meetings that the faculty had recommended and that the board had refused to meet during the entire month of February because of the litigation. Bartos also pointed out that he had requested Rausch to "direct Von Mayr to provide information to us. You categorically refused to so direct Mr. Von Mayr and told us to get the information ourselves. ... requests by us for information had been honored in the past ... and your refusal to provide the information requested would only serve to delay negotiations." Bartos also noted that the original request for information was dated February 16 and no reply was received until February 25.

Another fruitless session was held on March 7. The following day Rausch wrote the faculty committee stating that he was disappointed at the faculty's failure to present "a complete proposal" to the board at the March 7 meeting. Rausch argued that the board team "cannot engage in meaningful negotiations until it has all the elements of the faculty proposal in hand." He also asserted that information requested by the faculty was given to them "well over three months ago" and if the faculty needed any other information, such "information could have been gathered from the faculty three months ago.

Bartos obviously took a different view of what happened. In his reply to Rausch dated March 8 he stated that the faculty's understanding of Rausch's position was "that you categorically refuse to continue negotiations until we give in to your demand to do things your way." Bartos also noted that the faculty did not feel bound to present proposals either in the manner followed in the past or ones that "will meet guidelines set by you and never agreed to by us." Bartos pointed out that Rausch had "called for adjournment of the meeting yesterday less than five minutes" after it had begun and that Rausch had stated that "we did have certain items you were willing to negotiate and would be prepared to negotiate on March 7..."

Rausch responded on March 11 and made three points: 1. "The board team is not in a position to negotiate piecemeal, while the largest item on the table (salaries) remains open-ended. ... 2. If your team is unable to present...a firm demand for salary increases on March 13, then there would appear to be no point in meeting... 3. ... I did state that seven items in your proposal were within the scope of the agreement and we were ready to discuss these. The seven items include Item 2(1) which you state you cannot supply at this time."

The two teams met again on Saturday, March 13, at 2:00 p.m. and negotiations did proceed as they had in the past. The board now had a complete salary package from the faculty. Negotiations further continued on March 15 but no notable progress appeared to be made. The board and the faculty team also met on March 20 and again on March 22. Again, very little, if any, progress was evident. It seemed as though both teams were deadlocked, neither side willing to give in to the other nor to concede what they considered to be their prerogatives.

On March 25 Rausch wrote Bartos "to review the progress our negotiations have made over the past several meetings." Rausch again pointed out that the board would negotiate only salary and monetary fringe benefits and that "the courts have sustained the board's authority on this matter." He accused the faculty of delaying progress through various tactics and of submitting "at the eleventh hour" ... "a set of demands greater in scope and higher in cost than the previous ones." He expressed the board's willingness to meet again in an effort "to reach a mutually agreeable solution." This, obviously, was Rausch's view of the situation.

It must be pointed out in all fairness that the board did indeed have a point in its concern that the faculty had not given it a full package. The reason for the faculty's failure, in fact, refusal to do this, was that the board had refused to negotiate - at least in the faculty's eyes - and had not given the faculty the information it had requested. As will be seen later, after the board was under court order to cooperate with the faculty such information was given to the faculty almost immediately whenever the faculty made a request. Nonetheless, the faculty did not give the board the information the board considered an essential bit of information. Indeed the board is correct in this. Without knowing what kind of a percentage increase in base pay the faculty wanted the board had no sure way of computing what the entire cost would be. Secondly, when the board did receive this information from the faculty, the faculty had deliberately inflated the figure. In short, the faculty had complied with the board request, but had complied in such a way that the board could not really consider the faculty's demand as legitimate.

It should also be noted that in the letter of Rausch most recently quoted that he and the board continued under the illusion that the board's

position had been upheld by the courts. As has already been pointed out, this was not the case. The court upheld the position of the board strictly on a technicality. That is, the faculty had failed to notify the board's attorney of their intended action and it was on this basis alone and no other that Judge Wosik had thrown out the faculty's petition. The board saw this as supportive of its claim that it did not have to negotiate with the faculty and that it did not have to honor the contract that it had signed with the faculty to negotiate. In the opinion of this writer, this was a fatal mistake on the part of the board. In other words, had the board simply gone on as before and continued to negotiate as it had done in the past, there would never have been any ensuing law suits. The board's hardened position only served to harden the faculty's resolve to win their right to negotiate and not simply just conclude negotiations as had been done in the past. The faculty was fighting for its recognition as a bargaining unit more than anything else.

The faculty pointed out to the board in as subtle a way as possible, that if the board continued in its present hard position, the faculty probably would go to a union. This in no way seemed to bother the board. This was perhaps because the faculty had in the past had elections to choose an outside representative such as the American Federation of Teachers, the National Education Association, or the American Association of University Professors but had always turned them down. The board failed to notice that these were always turned down by a very narrow margin; a matter of one or two votes. One last point must be made on this and that is that on March 24, as is the usual case, one month after Judge Wosik's decree was entered, a final decree was entered by the judge setting forth the fact that the faculty's petition to find the board in

contempt had been found without merit. This perhaps gave the board further feelings of strength in that the faculty had not attempted to change it.

As the chairman of the committee, this writer can state that the faculty felt at a very low point at this time and was almost ready to accept virtually anything the board had offered or would offer. Unfortunately, from the board's point of view, the board chose to offer nothing and, if nothing else, just continued in its hardened position. Another factor came into play here. Most of the administration of the college, including the president and the three vice presidents, were in Washington, D.C., at this time attending the annual convention of the American Association of Community Colleges. It was evident to the faculty that the board members who continued to attend the bargaining sessions were not about to enter into any kind of agreement or settlement. It also seemed as though the meetings that were held at this time were strictly pro forma and even if a satisfactory agreement could have been reached, the board would not have done so without the presences of the administrative members of their team.

The March 22 meeting is a good example of the kind of thing that went on in the absence of the administration from these meetings. At that meeting Rausch read a list of "facts". Rausch refused to give a copy of those facts to the faculty because he said he was reading from his notes and he did not think that he was under any obligation to give the faculty a copy of his notes. Among those facts was a statement by Rausch that the faculty wants something from the board and the board does not have to give the faculty anything. Rausch further stated that the board has the right to reject anything and everything the faculty proposes. He also stated that the recognition agreement between the board and the faculty simply stated that the board, if it chooses to negotiate, must

negotiate with the faculty, but that the board does not have to negotiate if it chooses not to do so. Rausch accused the faculty in those facts of wanting to sabatoge negotiations and he said, "We will not be intimidated". The faculty inferred that it meant that the faculty was being accused of intimidating the board. When the faculty sought to have him explain or expand on these facts, Rausch refused to do so and he further stated, "Your opinion is not valid here". It was pointed out to Rausch that he was asked to repeat that statement so that he could be quoted correctly by the faculty. Rausch refused to repeat his statement saying that he didn't care whether he was quoted correctly nor did he care if we repeated his quotation to the entire faculty. If nothing else, Rausch's conduct at this particular meeting was nothing short of the height of arrogance.

As stated earlier, the faculty was at a low point and probably would have agreed to anything, but the conduct of Rausch at this meeting changed the faculty's resolve entirely and they felt then that they had no choice but to continue to fight.

The next meeting was held on March 27 and at that time the faculty felt that nothing would be gained by continuing to play the game of refusing a counter offer. Therefore, the faculty reduced its salary proposal three whole percentage points and agreed to remove certain other items from its proposal. The response of Rausch and the board was to offer a mere $850 across the board to all the faculty. Despite the meagerness of this counter offer (which was given 27 days after the faculty's first proposal), Rausch further stated that he would deny even this small amount to all the faculty who had reached the maximum in their ranges. The faculty then countered that counter offer with

another reduction in its proposal at which time the faculty restated its oft-repeated condition that all faculty should receive the full benefit of any negotiated settlement. Rausch refused to counter and called for adjournment at 3:30, despite the fact that the faculty stated its willingness several times during that meeting that it was willing to stay until midnight to settle.

IV. End of Round One

At the next meeting, which proved to be the last meeting of the negotiating committees until the court order, Rausch steadfastly and stubbornly maintained the position he struck on March 27. He refused to reply to the faculty's counter offer given just before the adjournment at the March 27 meeting. Since he would not counter, the faculty's position, therefore, could not be changed. Rausch's chief concern seemed to be to meet the target date of April 1 despite the fact that the faculty advised him that the faculty would take the board's offer to the faculty. The faculty also asked Rausch to consult with the full board and suggested another meeting on Saturday, April 3 at 1:30 p.m. Rausch refused to meet on April 3. It was then pointed out to Rausch that the agreement regarding the negotiations was in force until June 1 and that the faculty was ready and willing to continue to negotiate. Rausch called for adjournment and all then agreed to adjourn sine die.

The offer to continue to negotiate on Saturday, April 3 at 1:30 stood and the faculty awaited Rausch's answer. It was not long in coming. Under date of March 30, the day following the meeting, Rausch wrote Bartos "that the matter of the limitations of the ranges be fully understood and agreed to by the faculty-at-large. It is therefore an essential part of any agreement finally reached

between the two teams". He went on to say that "...it is still this team's intent to reach a mutually satisfactory agreement of our April 1 target date, taking into consideration our first counter-offer of $850 increase in salary".

Bartos acknowledged receipt of Rausch's letter on the same date but pointed out that the letter represented Rausch's "point of view" only, and that "Faculty Negotiators do not share your views completely". Bartos promised to reply more fully to Rausch's letter and did so on the following day. Here is part of what Bartos had to say:

> HOLDING TO RANGES. The Faculty has never given any cause to the Board to believe that it would not hold to their proposal that all faculty shall receive full benefit of any negotiated settlement. The fact that the Board passed a resolution on December 11, 1975, concerning this matter has no effect on the faculty position. Granted that the Board sets policy; it can also change policy. The matter in question is not covered by statute, therefore, the Board is free to change it. Secondly, in a time of inflation it is unreasonable to expect that wages should be fixed for the very obvious reason that inflation erodes buying power. Thirdly, since the board has obviously frozen promotions even to those who are entitled to promotion by virtue of having met the criteria set by the board, the freezing of ranges is a denial of the board's own system of rewarding individuals who work to improve their value to the college....
>
> WHO IS IMPEDING NEGOTIATIONS? The faculty presented a proposal to the Board on March 1. The Board did not offer a counter-proposal until March 27... The board furthermore has suggested meeting dates which it knew were inconvenient to the faculty or would put the faculty in possible breach of contract if they agreed to meet at those times...
>
> NEXT MEETING. You suggested that we meet on March 30 and March 31 but the precondition set by you for such meetings (viz., that we drop our proposal that all faculty receive the full negotiated settlement) is unacceptable to us...

Rausch replied to this letter on the following day. In his April 1 letter Rausch said he was willing to present a new offer and was apparently willing to meet again in order to conclude negotiations. However, the

faculty felt it could not accept his precondition "that any negotiated salary increase must be subject to the salary range policy adopted by the Board of Trustees on December 11, 1975". As in so many cases, both sides were unwilling to enter into any situation that could be considered precedent-setting. The faculty had never accepted a settlement that did not include all teachers nor did it feel it could or should since the Faculty Senate and its negotiators represented all faculty. The board and administration either willfully or unwittingly failed to understand this.

The faculty team also felt that Rausch and the board were treating the faculty in an arrogant and dictatorial manner. The faculty was willing to negotiate its demand that all faculty receive the benefit of any settlement. It was in no position to accept such terms as a precondition to another meeting. It may very well be that the board did not fully understand the implications of the precondition it had set. Furthermore, the faculty had never agreed to any "target date" and, if the board's position was arrived at without considering these points, Bartos' response of April 1 surely should have given them pause to rethink their position.

Bartos denied saying the faculty "would never negotiate a system with fixed salary ceilings. We did say we would not agree to these terms as a precondition for a meeting". He went on to say that Rausch was asking the faculty Committee to "join you in what we consider a dastardly act. This we shall not do". Bartos accused Rausch of unilaterally declaring a deadlock and of breaking off negotiations. He reminded Rausch that the agreement was in effect until June 1 and he told Rausch that the faculty would 'meet with you on Saturday,

April 3, 1976, in the usual place at 1:30 p.m." prepared to negotiate.

The last letter Rausch was to write to Bartos was dated the next day, April 2, and it was, apparently as Rausch saw it, the conclusion of negotiations. He apparently felt that he had done enough and he was not about to return to the negotiating table. This letter was delivered to Bartos' home on Friday evening at about 7:00 p.m. Rausch stated that since the faculty was unwilling to agree to his terms for another meeting because "it is clear that we are at a deadlock on this issue and that no useful purpose would be served by holding another bargaining session". He said that "the Board cannot engage in endless negotiations" and that he would "recommend to the Board that they take such action as would be appropriate."

As already noted, this letter was delivered to Bartos' home at 7:00 p.m. the night before the meeting that had been suggested. Obviously, it was too late to reply to Rausch by letter. Bartos called the other members of the faculty team on the phone and told them to meet in the usual place for meetings on Saturday afternoon at 1:30. At that time all of the faculty team had assembled and proceeded to the Board Room only to find that none of the Board team was present. However, Mr. Wil Von Mayr, Personnel Director and resource person for the Board, was present. When asked if he expected the Board members would be arriving, he said that he was under the impression that no meeting was to be held on that day and that negotiations had ended.

Bartos told Von Mayr that he would telephone Rausch to find out if he would be arriving shortly. Von Mayr had no objection to that course of action, but asked that the phone in his office not be used.

Bartos phoned Rausch from a phone near Von Mayr's office and spoke loudly enough to be heard by Von Mayr. Rausch was at home and Bartos told him that the faculty team was in the Board Room awaiting the arrival of the board team and would wait for them until 2:00 p.m. Rausch in an angry voice accused the faculty of "playing games", said he would not "play games", and although he did not say whether or not he would arrive at the college, hung up the phone on Bartos. Bartos said loudly enough for all to hear, "He hung up on me". The faculty waited until 2:00 p.m. as they promised and then left.

On the following Monday, April 5, Bartos drafted a letter to Rausch setting forth the faculty's position and suggesting that the Board hold off any action until further meetings could be scheduled. The next meeting of the board was scheduled for Thursday, April 8, and the faculty believed that the Board would act on salaries at that meeting. Furthermore, a board election was scheduled for Saturday the 10th and Spring vacation was due to begin on April 16. Thus the faculty was anxious to convince the board that they should hold off action on salaries. This is part of Bartos' letter to Rausch.

> You have made much of Board policy and your intention to abide by such policy. May I point out to you, Mr. Rausch, that the recognition agreement is also part of Board policy? The agreement, freely entered into by the Board, says that we meet as equal parties to negotiate on matters of salary and monetary fringe benefits. We have told you that neither party has the right to set terms of negotiations unilaterally. The agreement says we must come to mutual agreement on the matters of the agreement...
>
> You have attempted to impose your will and interpretation of the agreement on us. We have never agreed to the artificial "target" dates you set for completion of negotiations. You have no right, under the terms of the agreement, to require that we accept your interpretation of the agreement. You have no right to tell us what we can and cannot negotiate and you have no right to set conditions for negotiation prior

> to negotiating. You have no right to set arbitrary time limits and to state that if we do not meet such conditions set unilaterally by you that you may interpret our unwillingness or failure to meet your preconditions as a refusal on our part to negotiate...
>
> We earnestly suggest that you give serious and deep consideration to your decision. We also suggest that we jointly declare a cooling-off period until Monday, April 26, 1976, when we can resume negotiations at 7:30 p.m....

After consultation with members of the faculty commitee, it was decided that all members of the Board would not receive a copy of the letter until Mr. Rausch had seen it first. Thus, a cover letter was sent along with a copy of the letter to Rausch. The cover letter simply told Rausch that only he would receive a copy of the letter because "We prefer to negotiate in the Board room with the duly appointed Board team." Bartos went on to say that he would not "mail copies of my April 5, April 1, and March 31 letters to those designated on page three of the attached if you tell me that I have either misquoted or misinterpreted you."

By April 8, the day of the Board's regular monthly meeting, no answer to the above letters had been received. On that day Bartos had a meeting of about one hour with College president Lahti. During that meeting all aspects of the negotiations were discussed, including the last two letters sent to Rausch. Lahti explained the Board position as he saw it and Bartos attempted to point out the highlights of the faculty position as well as to suggest some points of possible compromise. Lahti listened carefully to these points and assured the faculty's chief negotiator that he would convey these suggestions to the entire board. He also agreed to hand a copy of Bartos' long letter of April 5 to the trustees that evening. Bartos sent copies of that letter that same afternoon to Lahti. There was no doubt in Bartos' mind that Lahti would do what he said, but there was doubt as to the effect this would have

on the board and, since Lahti had made no promises nor had he indicated what he would recommend, Bartos left Lahti wondering what would happen.

As it turned out, the Board took no action on salaries that evening. There was a lengthy executive session before and after the board meeting. Since such sessions are private and no records are kept of them or made public, it is impossible to know what went on that night. On the following Saturday, April 10, an election was held to fill two board seats. Neither of the board negotiators was up for election and the two seats were won by the incumbents. In short, there was no change in the Board as a result of the election. The Board had set its next meeting for Tuesday, April 13, for purposes of reorganization. This is customary practice in Illinois after a board election. It should be pointed outt also that Mrs. Shirley Munson was reelected chairman of the Board and the negotiations committee, of course, was unchanged.

Since it seemed that the board might take action on salaries at this meeting, the faculty committee felt it necessary to attempt to communicate with Mr. Rausch again. No response came as a result of the April 8 letter nor did Lahti attempt to speak with the faculty chairman about negotiations again. Lahti did not give any report to the faculty of what had transpired in the executive sessions nor did he give any indication of what results his efforts brought. Bartos wrote Rausch on April 13 sending the letter to him by way of Lahti. Bartos said in his letter that the faculty wanted him to know that they continued to be "willing to continue negotiations." He also pointed out that "If the Board supports the recommendation you said you would make (i.e., to close negotiations), the Board will be in violation of the recognition agreement and its own policy." Bartos also suggested that negotiations "be resumed

on April 26, 1976, in the usual place at 7:00 p.m." He also asked that Rausch reply promptly.

Rausch did not bother to reply. Nor did Lahti. Nor did anyone else. At the board meeting that night after the canvass of the election and election of officers, the board acted on salaries for the 1976-77 school year. The board granted an across-the-board raise of $1,275.00 to all faculty members who had not reached the top of their particular paylane. This was consistent with the board's announced action of December 11, 1975, and its repeated position during negotiations. The board also agreed "to pick up the additional cost of life, accidental death and salary continuance insurance accompanying these raises." The board further increased maximum coverage of medical insurance to $50,000 and the surgical schedule be reimbursed on a 90% of usual and customary costs."

This action caught the faculty by surprise as they had no forewarning of what the Board intended to do. Rausch, the board's chief negotiator, was quoted in the Palatine Herald for April 14: "We did negotiate, but the faculty could not agree to our minimum requirements for a settlement." Apparently Rausch knew the faculty's position and he stated it correctly. However, he also said at the same time that "the board recognized the Faculty Senate as the negotiating agent on behalf of the faculty, 'but that doesn't mean we have to negotiate.'" It was this last point that Rausch believed so strongly that he was willing to fight to the bitter end. He had good reason to believe this because his attorneys had assured him he had the law on his side.

The faculty, of course, took a different view of the matter. Bartos was quoted in the same article that "The Board's action shows quite vividly their utter contempt and disdain for the faculty, the Faculty

Senate, the bargaining committee and the agreement they signed with us." As pointed out a number of times already, the main issues were whether or not all faculty would receive full benefit of any negotiated settlement and the board's refusal to negotiate after the April 1 deadline which the board had set unilaterally. The article also quoted Bartos on these points: "Money has never been the issue. It's a beautiful increase. Decency, fair play, honesty and good faith - these are the issues."

It appeared at this point that all had ended as far as salary negotiations were concerned. There were only two days of classes left before spring vacation which began on April 16. As usual the faculty dispersed to rest and relax. Classes were not due to resume until April 26. In a very real sense, only the first phase of negotiations had ended. There was much more to come.

CHAPTER 3: Impasse and Court Action

I. Intermission: Faculty Arguments

On April 13, the date of the board meeting, Faculty Senate president Macaulay sent a memorandum on negotiations to all faculty. This was in anticipation of the board meeting that night. Macaulay wanted to acquaint the faculty with the impending board meeting and action. In his memo Macaulay said that his is all that could be said about negotiations:

1. The board has unilaterally ended negotiations. In short, they walked out on us.
2. The have offered us an increase of $850.00 in salary across the board. This raise would be given in its entirety only to those who had not reached the maximums in their respective ranges.
3. They have offered us no increase in fringe benefits.
4. They have failed to respond to our suggestion of dates for resuming negotiations.

As already noted, the board acted that night and just a couple of days later school was dismissed for spring vacation. Macaulay's memo was only a part of other action that was going on during the time of negotiations. The board as well as the faculty was engaged in propaganda efforts among the faculty and the Harper community at large. In this chapter will be reviewed other action that was taking place while negotiations were going on and also what happened after April 13. It was at this time that the faculty began an increased interest in union affiliation. Indeed, many faculty members felt, and still feel, that the action of the board and especially Member Rausch, did more to unionize the Harper faculty than any efforts of the faculty itself or of any union organization.

It is necessary at this point to review the previous year's negotiations. At the end of those negotiations the faculty believed that it had reached an agreement with the board on salaries that would involve a

raise for all members of the faculty, including members who had exceeded the top salary in their particular range. At its meeting following the conclusion of negotiations, however, the board, in a surprise move, put a lid on raises resulting in no raises whatever for twelve faculty. (They did, however, receive corresponding increases in fringe benefits exactly as accorded to all other faculty.) Tom McCabe, chief faculty negotiator for 1975, was highly outraged by this board action. He, along with the faculty senate, filed suit against the board demanding that all faculty receive the full negotiated settlement. On June 30, 1975, Emmett Morrissey, Judge of the Circuit Court of Cook County, Illinois, issued an injunction order against the board of trustees stating (in part) that the recognition agreement between the board and the faculty senate dated March 2, 1975, "having been ratified by the Harper College Board of Trustees at their regular board meeting on Thursday, March 13, 1975, ... does constitute a binding contract between the plaintiff and the defendant Board of Trustees for the benefit of the full-time members of the Harper College faculty." Judge Morrissey's order further stated that

> Said agreement is not limited by the "adjusted faculty salary ranges" adopted by the College Board of Trustees meeting of April 10, 1975, or by any prior salary range policies.

Judge Morrissey therefore ordered the board that they and their agents were

> ...permanently enjoined from signing any contract with any faculty member...for a salary and benefits in any amounts less than those amount agreed to in the aforesaid (Agreement)...

and that the board and its agents "are hereby mandatorily ordered to enter into contracts with said individual faculty members ..."

Not surprisingly, the board was unhappy about what happened and it passed a resolution on July 17, 1975, stating that board would not appeal

the court order and would abide by it._ However, they did go on to state their "management prerogatives." These prerogatives were nothing new and nothing that really had to be stated.

At the same meeting, Member Rausch, who was a member of the board negotiating team that year, recommended the following for the board's consideration prior to the next negotiations:

1. Set salary ranges...(prior to)...deliberations about salary increases;

2. That it is a sine qua non of negotiations that these are the ranges, and any agreement stipulates...(that)... ranges will not be exceeded.

Rausch also recommended that the board give serious consideration to bringing in adequate professional counsel to conduct negotiations in the future on the board's behalf. There were several other comments by him concerning faculty rank, salary, and ranges, as well as tenure. He was joined in his comments by other members of the board, all of whom seemed to be very much incensed over the faculty having taken the board to court. Robert Powell, then president of the faculty senate, commented on behalf of the faculty senate that he believed, "There was never any question about the purpose of the board. The board had its legal obligation and no litigation the Senate has been involved in had anything to do with the board's purpose." Powell felt "this resolution was unnecessary" and went on to state that if the board was warning the faculty he wanted the board to know that the senate was well aware of the power of the board. He noted that relations between board and faculty had been good but that the board had placed the Senate in a positiin where it had no choice but to sue the board. The faculty felt that they did the right thing since the court upheld their position. Powell ended,"The resolution would not benefit relations between board and faculty."

Rausch responded that the board action affirmed that "the college is going to operate with a salary management program; that hopefully next year the board will make itself very clear on this subject." He also said that the salary management program "will be the starting and ending point for all salary negotiations; there will be ranges and they will be important." Rausch requested that a communication of the resolution be sent to the faculty senate if the board passed it. It did so by unanimous voice vote and the board followed through on their resolution - or threat - on December 11, 1975.

At that meeting the board passed new faculty ranges for the year 1976-77. At that meeting senate president Macaulay expressed his concerns about the board action saying he did not object to it if it applied only to faculty who would be hired in the ensuing months. He continued, "If its intent was to limit present faculty, he would strongly object as this represents unilateral action and an act of bad faith...(since) new salary ranges are being established at a time period immediately prior to negotiations." Macaulay felt that salary schedules properly should be determined in the negotiations process and reminded the board that the faculty senate "was the properly recognized bargaining agent for faculty." He also pointed out that the new ranges proposed by the board failed to take into consideration the great cost of living increase in the Chicago area.

Rausch, of course, disagreed with Macaulay and pointed out that salary ranges are not negotiable nor, as far as the board is concerned, had they ever been. He also said he took unkindly the charge of bad faith, remarking that those who had already exceeded these ranges "were exceedingly lucky." Finally he said that ranges are not to be considered

a cost of living adjustment device, but a technique used by management in consideration of the market and internal quality of faculty teaching.

Other members of the board agreed with Rausch's stand on all points and also took umbrage over the charges of bad faith. Member Kelly stated that this action of the board was "an indication of the good faith of the board and is primarily in reaction to the possibility that it could be considered bad faith to change the ranges later." This resolution was passed with six yeas and one nay vote. The nay vote was cast by Judith Troehler, who was to be a member of the board negotiating team in 1976.

The faculty's position had been that all things are negotiable since all things sooner or later have a monetary value put on them. For example, the faculty still believes that it should have a voice in work load since this is directly related to salary. The board and the administration take an opposite view arguing it is a management prerogative to set hours and number of hours for work. The faculty also took a different view of past practices. For example, in 1967-68 when the college opened, a schedule such as proposed by the committee was then in force and many of the present faculty again supported the same type schedule. In that year the faculty agreed to go to a range system. The board proposed the change in system of paying salary. One of the reasons advanced for the position by the board was that a salary schedule was "high school" whereas rank and ranges were "college."

The faculty position now was that the changing nature of the two-year college with its strong emphasis on career programs had brought many non-traditional faculty into its ranks. Thus the four-year model of rank (Professor, Associate, etc.) is no longer appropriate to the two-year college, if it ever was. No one know what the future holds, but the

faculty believes that the salary schedule system would weather any change. Only three two-year colleges in Illinois follow the same system as Harper so it appeared to the faculty that it was Harper and not the other two-year colleges that was out of step.

Another rationale for the faculty's position was that many faculty had seen the erosion of their salaries by the present method of hiring and salary administration. Many faculty with long years of service at Harper had seen others hired after them even with fewer qualifications and fewer years of experience bypass them in salary. The reason for this occurred at the time of hiring. There was no fixed system for determining the entry level of an individual. For example, one person might be hired as an instructor in one division at a salary of, let us say, $10,000, whereas another person in another division might be hired as assistant professor for $9,000. The qualifications and experience of the two might even be identical. The administration justified these discrepancies by their "academic judgement." The faculty has little respect for such academic judgement. Such a method is highly questionable when affirmative action requirements makes it risky both to employer and employee. At times, reverse discrimination seemed to be Harper's policy.

The faculty also wanted a change in salary system because of the great difficulty in moving from rank to another. Indeed, it is still extremely difficult to move from lane to lane at Harper. The board had set up rank quotas and was enforcing them strictly. It also appeared to faculty that promotions had been frozen and this had hurt faculty who had spent their own money and time in order to qualify for promotion. Finally, any effort to determine the reason for being denied a promotion was met with a stonewalling administrator who would give no other reason

than "academic judgement." Further efforts to find reasons for non-promotion would be met with the same "academic judgement and we don't have to say more than that."

The board's adamant position on its prerogative to negotiate only salary and monetary fringe benefits and nothing else meant that matters such as promotions were not permitted to be discussed during negotiations. This also included other faculty concerns such as grievance procedure, tenure, work load, faculty hours, and the like.

The faculty never disputed the right fo the board to set policy for the college; the faculty did believe that since the board makes policy it can also change policy. It had done so on many occasions, even going so far as to completely reverse a previous policy that the board swore it could not change. The faculty was also aware that the board cannot act counter to the State of Illinois statutes nor had the faculty asked the board to violate any statute. Therefore, the faculty felt that where the board is free to set its own policy in the conduct of its affairs, there could be no conflict between the board and the faculty on this point. For example, the board is free to negotiate if it so chooses and is free to recognize the faculty senate as the faculty negotiator. Once done, the board was then bound to negotiate with that body on matters and under such terms as both sides had agreed upon. Neither side had the right to dictate terms to the other. What one side considered reasonable may not be so considered by the other, but still agreement must be reached in a reasonable and just manner. Both sides were to be equal.

Thus, the faculty felt that its salary proposal for 1976-77 were reasonable. Furthermore, the proposal were based primarily on the

increased cost of living. Other factors were professional growth of individuals, high work load of the Harper faculty (among the highest, if not the highest, in the State of Illinois among public community colleges), longevity, professional activities, extracurricular work, community activity, professional travel and other such matters required of faculty by the board. The Harper faculty is superior and it should be rewarded for such superiority in the manner most acceptable to Americans - higher pay. In addition to a proposal for a percentage increase, the faculty presented a variety of step-lane systems to the board for consideration. The board refused to discuss any of these.

The faculty wanted to discuss promotions but again the board refused even to discuss them. The faculty felt that the failure of the college to promote faculty entitled to promotions was one of the reasons for the salary proposals, especially for the proposal to institute a step-lane system. In 1976 some 59 faculty applied for promotion and of those 57 had met all requirements set by the board. Nonetheless, only 14 promotions were granted. The sole reason for not promoting anyone that the administration would give was "academic judgement." The faculty wanted to discuss promotion but the board refused on that aforementioned basis of being beyond the scope of negotiations. The board did not say where or when or if the matter could be taken up.

Another argument for increase in salary presented by the faculty was price index information on cost of living in the Chicago metropolitan area versus national statistics. Gene Kimmet, associate professor of economics at Harper, researched this for the faculty. Kimmet gave the following information to the faculty team:

Consumer Price Index Data (1967=1000 = base year)
Average CPI for 1973 = 132.5 - Average CPI for 1974 = 147.7
(This denotes a change of 15.6 points.) If the 1973 index is used as a base, then there would be an 11.1% increase during this period

The Average CPI for 1974 = 147.7
Average CPI for 1975 = 161.1 (beginning 156.1, ending 165.2)
Change = 13.4 points.

If the 1974 average index is used as a base, then there would be a 10.9% increase in the CPI during this period. Source of data: Bureau of Labor Statistics.

Kimmet pointed out that the February, 1976, CPI for the Chicago metropolitan area was 161.5 which represented a change from the 157.6 average for 1975 thus amounting to an additional 2.2% increase. Kimmet further pointed out that the index at the end of 1975 was well above the 1975 average index and that this rise had continued even though the rate had slowed. In his opinion any continued rise in the CPI or even a stabilizing of this index would result in the 10.9% figure being an understatement in terms of erosion of the dollar by September 1976.

Macaulay sent a memo to the faculty on March 10, two days before the board's March meeting in which he summed up what had transpired in negotiations to that date. Macaulay noted that on March 1 the faculty presented a traditional proposal based on a percent and dollar raise to the board. This proposal also included numerous monetary fringe benefits. (See appendix C.) The board's reaction was not entirely unanticipated. Of the 19 points in the proposal, the board rejected 12 out of hand as not being within the scope of the agreement. The board refused to adjust the salary ranges so that all faculty would receive the full benefit of any negotiated raise.

Macaulay included an analysis that showed within the next few years a number of faculty would have their salaries frozen without so much as

even a cost of living raise. He anticipated the action of the board because he pointed out that although 59 faculty would be up for promotion on the 12th, he did not expect that many would be promoted. He pointed out that the board insisted that salary ranges were not adjusted to meet cost of living increases but that they are periodically revised to keep the ranges competitive in the market. In Macaulay's opinion, "That's why they set the ranges lower than existing salaries."

It should be noted that Macaulay was speaking here as president of the senate. He was a member of the negotiating team ex officio and had attended all of the meetings as well as represented the faculty in court. He said that he saw two options for the faculty:

1. Accept the board's interpretation of the recognition agreement and not negotiate salary ranges.

2. Take action to ensure that salary ranges are adjusted upward to meet at least the cost of living increases. If we fail in this regard, 30 to 40 faculty will receive less than full raises next year. In subsequent years there will be an even greater number of faculty who will receive no increase or less than a cost of living increase. Ultimately we all will be affected by the salary ranges.

Macaulay pointed out that both the board and faculty realized this was a critical year and neither side was willing to set a precedent adverse to its position. The faculty negotiating team at this time realized that the administration was acting against the faculty's best interest. Macaulay asked that any faculty member report to him any instances of administration attempts to create dissatisfaction or dissension with the faculty negotiators. He also asked the faculty's cooperation in evaluating the current status of every faculty member's salary. This was so that he could tabulate salaries under broad groups; for example, all Ph.D.'s with five years" experience. He intended to use this information for comparative analysis. He pointed out that the

committe had asked the board for this information and had been refused. Macaulay said he suspected that the board realized "that it would clearly show the inequities in our present salary system."

II. Intermission: Board Arguments

The board met on March 12 and addressed two of the faculty concerns. Quotations will be taken directly from board minutes for that day because this is the best and most accurate way of giving the board's side of this controversy. Indeed, in this particular instance the board was quite anxious to get its side out to the public. The usual practice of the board ever since the beginning of the college was to issue a "Board Action Report" to all members of the faculty and staff after each meeting. In this report would be listed the various actions that the board took at its meetings. In most instances this would be several days after the board meeting unless the meeting was especially short. The meeting of March 12, 1976 was extremely long, lasting well past midnight. Nonetheless, its Board Action Report which totaled some seven pages of single-spaced typing was in the hands of the faculty the next morning at approximately 11:00 a.m. Of special interest to the faculty was Item Number 8 on page 2 which took almost all of page 2, all of page 3, and a little bit of page 4. In this particular item, Member Rausch gave a report as chairman of the board negotiating committee to the entire board. (In the interest of fairness, this complete quotation will be found in Appendix D.) What follows is a summary of Rausch's remarks.

Rausch pointed out that, in his opinion, the board "can determine what it will bargain, and when it will bargain. He believed that the court supported him in this. He also pointed out that Illinois statutes specifically "authorize the board the right to establish salary ranges,

state that the board has the duty and right to fix teachers' salaries. Rausch also noted that the target date of March 1 set by the board had not been met because of faculty intransigence and the board had no choice but to set a new date so that the board could meet its legal obligations. Rausch also noted that because the faculty had not given a full proposal much time "discussing items outside the scope of the agreement and waiting for court appearances." Rausch said that he hoped that the faculty would soon submit a full proposal "within a reasonable time frame...(so that) we can meet our target date."

Item 16 at that same meeting was also of great concern to the faculty because it concerned promotions. Chairman Munson presented certain background information concerning promotions and, among others, made the following points: 1) "Harper College salaries have traditionally ranked in the upper 10-20 % of academic salaries nationally by the AAUP. ... 2) (Faculty salary increases over the past five years, exclusive of promotional increments) are in every instance higher than the national average reported by the AAUP, and have averaged in the top 3 or 4 in Illinois every year. 3) ... Out of 1548 institutions included in the 1974-75 AAUP survey, only 293 or 19% have the ... type salary administration recommended by the faculty." Mrs. Munson noted that 60% of the present faculty had been awarded promotions since the college opened. She also defended the rank system in use at Harper as being typical of higher education and the system proposed by the faculty as being appropriate for primary and secondary institutions. She also noted that Harper compares favorably with other insitutions in the distribution of ranks. (See Appendix D for the full text of this statement.)

While the faculty certainly did not agree with either position in

its entirety, it is not the purpose now to refute or argue them. However, it should be noted that in her remarks Mrs. Munson referred to an article by Gordon Kilpatrick, entitled "Academic Rank Criteria in American Junior Colleges" which was abstracted in the Educational Clearing House publication, dated July, 1965, as follows:

> Academic rank is increasing in frequency in American Junior Colleges. The primary reason for adoption of rank is a desire to identify with senior institutions of higher education, followed by hopes of increasing status and morale, of relating salary to teaching proficiency, of attracting better faculty, and of facilitating acceptance of publications. Initial placement of faculty in the rank system has been identified as one of the most common sources of administrative errors. It should be based on evaluation of transcripts, letters of recommendation, and previous experience. Promotion, which should be a reward for superior performance, is too frequently a reward for longevity. Promotion should be based on performance, educational attainments, professional study and growth, and community service.

While the date of publication is July 1965, Mrs. Munson quoted from it 11 years later. It is also obvious that some of the information which would have been supportive of the faculty position was omitted. As seen earlier, negotiations did not progress after this meeting, either from the board's or the faculty's point of view. It is evident that both sides had hardened their position and certainly Macaulay's comments that neither side was willing to give in because they were concerned about setting precedents was an accurate description of the state of affairs. After the board set new salaries in the April meeting, Macaulay again addressed a memo to the faculty to announce a meeting of the faculty.

In that memo he pointed out that the board broke off negotiations unilaterally and also set terms of the salary for the succeeding year unilaterally. This settlement was not reached through negotiations. Macaulay also pointed out that 19 faculty stood to receive less than the announced increase because the would reach the salary range maximums.

Of these, three were associate instructors, one instructor, four were assistant professors, and two were professors. Also, three faculty would receive absolutely no raise at all because they had exceeded the salary range maximums in their ranks. The purpose of the meeting was to discuss the implications of accepting the board's salary increase and possible alternative actions.

On the next day, college president Lahti sent a memo to all administrators, the subject of which was "Administrative Leadership in Time of Academic Debate." Lahti's position was well-known to the faculty because of his many statements and his book Innovative College Management. In that book Lahti said of salary schedules, raises, and collective bargaining,

> Faculty salary schedules should contain minimum and maximum figures for specific classifications based on market data. Raises should be based on inflationary factors, evaluation, and the ability of the organization to pay. Should the organization wish to offer a reward for additional graduate hours, a one-time grant should be offered as reimbursement. Should collective bargaining effect an organization, the schedule should not be subject to annual renegotiation although increments of pay may be. It is the responsibility of management to determine the frequency and necessity of schedule readjustment. When collective bargaining is employed by faculty, the board and administration must of a necessity engage in productivity bargaining if management is seriously concerned about cost control. Productivity bargaining by by educational management should demand more or better learning at the same cost, the same or better less cost or significantly greater learning at a greater cost. (Lahti, p.110)

It is interesting to note that Lahti says, "When collective bargaining is employed by faculty." The faculty cannot bargain with itself. It must have someone to bargain with. The entire text of Lahti's lengthy memo to the administrators will be found in Appendix D. Lahti wrote the memo in order "to share with you my thoughts on the facts or conditions that prevail that have been requested of me." Lahti argued the board's case chiefly on the basis that 1) that "there will be salary ranges for

all employee groups" and 2) "a deadline for completion of negotiations" is necessary. He also argued that Harper had to be very concerned about budget this year because, for one thing, "we stand to lose approximately $900,000 through the legislative process this year." He argued that Harper offered good job security and that a union or other outside organization was not needed at Harper. In the matter of promotions, Lahti advised the administrators to "look at the record and facts on faculty salaries at Harper without the promotions process," and you will find that the Harper faculty has fared quite well.

As mentioned previously, Macaulay had surveyed the faculty for first hand information on faculty salaries. He found that 19 faculty stood to receive less than announced increases and that others would receive no raise at all. Not surprisingly, President Lahti addressed the faculty by memo dated April 29, with the subject heading, "Faculty Salary Survey Conducted by the Faculty Senate." This memo (quoted in its entirety in Appendix D) was definitely self-serving and was not indicative of the true state of affairs. Lahti said that there might be some discrepancies in his figures because it "would require at least two weeks" to achieve a more comprehensive analysis.

Lahti pointed out several "omissions or inaccuracies" in the report submitted by the faculty senate. He also argued that the faculty made its salary comparisons with "select institutions" but that by comparing Harper with AAUP figures Harper would be found in the forefront of faculty salaries nationally.

The faculty naturally would not accept Lahti's view of conditions and therefore, two mathematicians on the faculty, Tom McCabe and Robert Boeke, addressed a memo to administrators and faculty dated May 4 under

the heading "Faculty Salary Survey Conducted by the Faculty Senate." Obviously the memo from the faculty took issue with virtually all points raised by the president of the college. This memo, too, will be found complete in Appendix D. The faculty memo, first of all, argued the accuracy of Macaulay's memo and pointed out that the discrepancies noted by Lahti were either minor or within an acceptable margin of error. The two mathematicians also argued the legitimacy of their selection of comparative colleges used by the faculty. They also stated the names of the colleges used by them and noted that Lahti failed to name the schools he used for his purposes.

III. Back to Court

The faculty had returned to their classes on Monday, April 26, and two days later representatives of the faculty were back in court at 2:00 p.m. They were there to present a complaint for injunction of violation of the Recognition and Bargaining Agreement against the Harper College Board of Trustees. This complaint was filed on behalf of the faculty by their attorney, John Juergensmeyer. It was ten pages long, exclusive of exhibits. In its petition the faculty, first of all, accused the board of having violated the injunction order of Judge Morrissey by having set ranges in December, 1975. The petition noted that despite the faculty's attempt to negotiate in good faith, the defendants demonstrated their bad faith in negotiation by a number of acts and "courses of conduct." Among these were the refusal on the part of the board to present any counter proposals to the faculty position; the actions of the board negotiating chairman who said, "Salaries and monetary fringe benefits were not negotiable and became angry, shouting and verbally abusive to members of the plaintiff's negotiating committee;" Rausch's

further refusal to discuss the faculty's proposals, his refusal to negotiate in any way regarding those proposals, and his refusal to make any counter proposals "unless and until plaintiff came back with a proposal satisfactory to the defendants"; Rausch's threat to mail out unilaterally "employment contracts in the amount of the defendant's own choosing to faculty members, notwithstanding the aforesaid negotiating agreement, if plaintiff did not present negotiating proposals satisfactory to defendants." The faculty furthermore pointed out that Rausch had declared, "We are at an impasse" despite defendant's total failure to make any offer or proposal whatever as a basis of negotiation. The faculty also pointed out in its petition that the defnendant board had refused to discuss any proposals unless they "find acceptable" the faculty's proposals and that they had refused to meet because these meetings "would serve no purpose unless you can furnish sufficient rationale that plaintiff's proposals are acceptable in advance to the defendants; and that, further, defendants arbitrarily and capriciously set the date of March 1, 1976, as a'target date' by which defendants would unilaterally ignore the recognition agreement and unilaterally contact plaintiff's members individually with proposed contracts" all of which would violate the recognition agreement and be evidence of bad faith bargaining as well as unfair labor practice.

The faculty also pointed out that even though the faculty had given nine formal offers and numerous verbal ones, the board repeatedly failed to make any counteroffers and failed to make available to the faculty statistical information and other records necessary to make intelligent demands and proposals. Furthermore the defendants were accused of embarking upon a pattern of harassing individual members of the faculty

negotiating team "by administratively inquiring into details of their class schedules, office hours, and personal whereabouts in an effort to annoy and impede them in the conduct of their negotiations and to intimidate them in their expression of the interests of the plaintiff." It was also pointed out that Rausch insisted that if the faculty were to initiate further court proceedings that "all negotiations would be totally discontinued and the board would ignore the negotiating committee."

Included in this petition were other matters previously mentioned. For example, the faculty charged that the board had announced unilaterally that it refused to negotiate further and broke off negotiations entirely, that the board cancelled meetings set for March 30 and 31, and refused to appear at a meeting set for April 3 although the faculty were there for that meeting. It was also charged that when the chairman of the faculty committee phoned the chairman of the board team, Raush hung up the telephone when he was informed that plaintiff's representatives were awaiting the arrival of the board team. Furthermore, the faculty charged that the defendant board had insisted that the faculty sign a "pledge" in advance as a precondition of the meeting limiting maximum salaries for certain faculty members, including those who had been subject to Judge Morrissey's injunction. The fact that the board failed to answer any of the written communications of the faculty after April 1 was also put into the petition as a charge of bad faith by the board.

The petition also noted that the board had adopted new salary guidelines over the protest of the faculty at the board meeting of April 13, and that the faculty were concerned that contracts might be sent out to faculty members in violation of and "totally repugnant to the aforesaid agreement." The faculty petition asked that the board be enjoined first

of all from any threats of unilateral action, of direct communication with full time faculty members on any of the subject matter of negotiations, and that the board be ordered not to communicate directly with faculty regarding the subject of contracts, salaries or fringe benefits, and not to mail contracts or any other matters concerning negotiations to the faculty nor to set arbitrary deadlines or other implied threats or pressures and they also be enjoined from other unfair labor practices.

The faculty also asked the court to issue a mandatory injunction ordering the board to negotiate in good faith on the faculty's proposals and that the defendants also submit good faith proposals.

On that day the court did find for the faculty and issued a preliminary injunction and temporary restraining order. Among its points:

1. The plaintiff has established by the verified complaint and and the testimony of witnesses that the plaintiff is entitled to a preliminary injunction and temporary restraining order herein, without further notice ...

2. ...if defendants by mail or personally otherwise communicate contracts in violation of the recommendation agreement herein it will be impossible to maintain the status quo, ... there is no other adequate remedy available at law, and this is an emergency matter...

Thus the judge ordered the board of trustees and President Lahti that they were permanently enjoined from

(a) accepting or receiving any contracts or agreements from faculty members without further orderof the court;

(b) communicating directly with such faculty members regarding the subject of contracts, salaries or fringe benefits; mailing or otherwise communicating contracts ... or other matters concerning the scope of the negotiations ...

The order was put into effect for ten days, due to expire on May 7 at 3:30 p.m. Judge Cohen further set hearing on the matter for May 6 at 2:00 p.m. and ordered the plaintiff to give defendants notice of the hearing.

Thus, the faculty had brought the board back into court. Only a month remained on the life of the recognition agreement and it was extremely necessary for the faculty to act.

IV. Union Affiliation

On the day following the court session, Macaulay addressed a memo to all faculty reporting on what had transpired in court the day before. This memo was also extremely important in that the faculty realized how much it was going to cost to advance legal agction and Macaulay asked the faculty for financial support. On that same date, another important memo came from Macaulay to all faculty. In this memo he announced a union affiliation vote and strongly supported the idea that faculty join either the American Federation of Teachers or National Education Assn. He urged the faculty to vote to join a union and he gave a two and one-half page rationale for his position. Among the points he raised were that the Board had totally disregarded the recognition agreement, the board "adopted a grievance policy which does not include arbitration, and which is unworkable and a "complete sham." He also argued that the "promotions quota system is an effective way for the Board to save money" and "it does not promote the best interest of the faculty." According to Macaulay, "no instructors have been promoted in two years."

Macaulay noted that the "board has frozen salaries by setting sal. range maximums below some existing salaries" and he cited their refusal to negotiate ranges. He pointed out that the board also refused to negotiate "summer school salary, overload salary for full-time faculty, or changes in the salary system," nor would the board "recognize the Senate to negotiate working conditions."

Macaulay said that the faculty had accepted policies, procedures

and working conditions that professional educators should never have accepted. According to him, "a union does not mean an instant improvement in our conditions." Nevertheless, he said that he was convinced "that affiliation is necessary and desirable for the Harper College faculty."

From this point on for the next few days faculty were bombarded with all sorts of propaganda on affiliation or non-affiliation. A vote was set for May 4 and 5 to be conducted by the Palatine League of Women Voters. On May 6 the League certified the results of the election as 105 votes for and 77 against affiliation.

The league then went on to invite representatives of the American Federation of Teachers (AFT), the National Education Association (NEA), and the American Association of University Professors (AAUP) to address the faculty in a forum on joining one of their organizations. The League arranged for each organization to have five minutes to respond to the questions: "What do you feel are the most important problems facing the Harper College faculty, and what solutions to the problems would your organization recommend?"

The forum was to be held on May 11 to be followed by a vote to elect an organization with which to affiliate on May 13 and 14. Again the League acted as judges and supervisors of the election. On May 6 the faculty and board were back in court for a hearing on the board's motion to dismiss Judge Cohen's April 28 temporary restraining order. The court began the hearing of the complaint much later than the scheduled 2:00 p.m. and could not be completed. Thus it was necessary to set May 11 as the date for another hearing on the faculty petition. On that day the faculty was back in court. After the hearing Judge Cohen found that the recognition agreement was a valid and binding agreement

between the parties. He therefore ordered that the board and Lahti were restrained from "accepting or receiving any contracts or agreements from faculty members without further order of court;" and

> b. communicating directly with ...faculty... regarding... contracts, salaries or fringe benefits; mailing or otherwise communicating contracts ... unless any such communication is presented to the court for prior approval on notice to plaintiff;

and that the order would be in effect until June 1, 1976 at midnight. Judge Cohen also ruled that the plaintiff's "request for declaratory judgement and mandatory injunction requiring the defendant to bargain in good faith being a novel proposition of Illinois law, is hereby continued for study by the court..." Thus Judge Cohen ordered the attorneys to submit briefs for a hearing to be held for decision on May 18.

The negotiating team believed that it had made a significant accomplishment because the court had found the recognition agreement to be a "valid and binding agreement." It was the faculty's belief that since Illinois had no collective bargaining bill, the board did not have to recognize the senate as the faculty's bargaining agent. However, because it had voluntarily done so, the board was required to negotiate in good faith. This issue had never before been raised in Illinois courts and the court continued the case until May 18 in order to further study the issue. Apparently some new ground was to be plowed and the parties were in for some very interesting decisions. The faculty continued to hope that they would be soon back at the table. Before May 18 would arrive, the faculty would vote on whether or not they would be represented by AFT, NEA, or AAUP, or some other organization. Shortly after the election of May 13 and 14 the Palatine League of Women Voters certified the results which showed that the faculty had overwhelmingly elected to join the AFT, Cook County Local No. 1600. It was gratifying to the

to the negotiators to see how quickly faculty members joined the union. In a very brief time almost 50% of the faculty had signed their pledge cards and many others who were averse to joining a union did, nonetheless, make substantial contributions to the faculty's legal defense fund.

Along with union affiliation the faculty was entitled to assistance from the Cook County Chapter of the AFT. The president of this chapter is Mr. Norman Swenson. In addition to his knowledge of union matters and his skill in negotiating, Swenson also knew his way about the court house. He had been for many years the chief negotiator for the Chicago City College Teachers Union and had been in court a number of times both as a defendant and a plaintiff in union cases. Indeed, the previous December, Swenson had been put in jail by Judge Harold Brown for having violated a court injunction and it was around Christmas time that Governor Walker granted a parton to Swenson so that he would be with his family for the holiday. Swenson knew much about negotiating and the faculty felt fortunate to have him on their side.

The faculty also, nonetheless, continued to have as their chief legal counsel, Mr. John Juergensmeyer. The would also have the union counsel in their corner, but their own attorney continued to handle virtually all matters pertaining to court action from this point onwards. When the two sides next met in court appearing along with the faculty was Norman Swenson. One cannot minimize the importance of his presence in the court because he had been acquainted with Judge Cohen through previous court action and was, in his own right, very knowledgeable about legal matters as they pertained to unions and 1976 negotiations process at Harper College.

CHAPTER 4: Final Negotiations

I. Judge Cohen Rules

As happens so often in any kind of court action, the hearing of May 18 was called off and rescheduled for May 20 at 2:00 p.m. in Judge Cohen's court. The judge was determined to have this matter settled once and for all - or so he hoped - and therefore he was willing to stay beyond the normal quitting time to dispose of the matter.

Both sides argued their positions strenuously before Judge Cohen. They came armed with precedents and previous court decisions to support their arguments. After lengthy discussion and argument, Judge Cohen summed upped both positions as he saw them. It appeared to this observer at first that the judge was going to decide in favor of the board and throw the faculty out of court along with their case as having no merit. It seemed also that he was thinking out loud as he discussed the case and his concluding remarks came as a surprise. The judge decided in the faculty's favor and issued a court order in which he came down almost entirely on the side of the faculty. He ordered the board back to the table and ordered them to bargain in good faith until the recognition agreement expired on June 1, 1976, at midnight.

Having finished his ruling, Judge Cohen turned to the board's attorney and said, "What would you suggest as times to negotiate?" The board"s attorney answered, "Well, I'm really not a negotiator and I have no experience in this and so I have no opinion." Surprisingly then, the judge did not ask the faculty's opinion on this nor did he ask the faculty attorney or Norman Swenson who was very experienced in negotiations. Instead, Judge Cohen himself laid down the conditions for negotiations. Judge Cohen "ordered, adjudged and decreed that:

1. The defendants...are hereby mandatorily enjoined and ordered to negotiate in good faithwith the Harper College Faculty Senate, Inc., and the representative of all full-time faculty employed by the board, on the subject of salaries and monetary fringe benefits for all such full-time faculty until midnight on June 1, 1976, being the expiration date of the negotiating and recognition agreement between the parties.

2. Said negotiations shall include not less than the following hours, beginning at 2:00 p.m. on Friday, June 21, at the board room of the college "A" Building: 2:00 p.m. until 6:00 p.m., and following a dinner break, 7:30 to 10:30, daily. On the Sabbath of any party participating, whether on the seventh or first day of the week, such negotiation shall be suspended during the time such participant desires to attend religious services.

3. Either or both parties may have the negotiations transcribed by a certified court reporter.

4. The matter of attorney's fees is reserved for future consideration by the court.

5. The defendants being present in open court by attorneys and officers, and having actual notice of this order, no further service of notice is required. The bond previously approved and filed herein by plaintiffs shall stand for this order.

6. There shall be no just reason for delaying enforcement or appeal, and this is a final order.

The order was dated May 20, 1976, at 4:55 p.m. and signed by Judge Nathan M. Cohen. The faculty was extremely elated in that they had been upheld in their arguments in their entirety by Judge Cohen. The board, on the other hand, was completely distressed by what had happened. When their attorney raised issue with the judge about the immediacy of returning to the table and the lengthy time to be spent each day at the table attempted to object, Judge Cohen pointed out to him that he had already been asked what he wanted and since he had no opinion, the judge felt it up to him to set the rules. The board attorney also pointed out that Mrs. Troehler and Mr. Rausch were full-time employed people and served on the board as citizens without pay and would be greatly inconvenienced by the Judge's order. The Judge responded, "They should have thought of that before."

II. Negotiations Resume

May 21 was the last day of the spring semester. Grades were due from faculty on the following day and on Sunday, May 23, graduation exercies were to be held at the college. Obviously, no one, faculty, board, administration, was completely ready to begin negotiations on such short notice. Having a court order to do so and under constraint of being found in contempt of court, both sides were at the table the next day. Since both sides had last minute preparations to take care of, there was a brief delay in beginning. The faculty was anxious to have a court reporter present and were experiencing great difficulty in getting one. Negotiations began before the arrival of the court reporter but little happened before his arrival. The transcript for the first session shows that appearing for the faculty senate were Michael Bartos, chairman, W. Miller, R. Mottla, P. Stewart, and D. Macaulay, members; and N. Swenson, resource advisor. Present on behalf of the board of trustees were Robert Rausch, chairman, P. Lewis, G. Fischer, W. Von Mayr, J. Troehler, R. Lahti, W. Mann, and J. Birkholz, all members; and Mr. E. Bergman, resource advisor. At approximately 3:30 the court reporter arrived. Having gone back into session, Bartos made the following comments for the record:

> We are now on record here. We have a court reporter, Mr. Julius Carter, in compliance with the court order where we have a right to have a court reporter here to take an official record of these proceedings. We began today about 2:12, and since that time we have discussed some procedural matters. We took note of the fact that the board has an attorney present, and the board took a caucus to discuss whether the board would suggest that we turn the matter of negotiations over to our attorneys, and I believe your response was that if we wanted to do that, that was O.K. with you?

Rausch responded: "I came back and said I really didn't see any point in it one way or other and then went on to point out that Mr. Bergman here is the resource person in the same capacity, I guess, as your Mr. Swenson here is."

What all this dialogue amounted to was that the board now had an attorney, Ed Bergman of the firm of Seyfarth, Shaw, Fairweather, and Geraldson, representing them and that the faculty had Norm Swenson, president of the Cook County Teachers Union with them at the table.

Very little happened at this meeting because at approximately 3:45 the board took a short caucus. When they returned, they advised the faculty that the board had appealed Judge Cohen's order to the Illinois Appellate Court, Fifth Division, and Judge Drucker of that court stayed Judge Cohen's order pending argument at 11;00 a.m. Monday before a panel of the Illinois Appellate Court. Thus, everything at this point was subject to argument before that court and it appeared that the whole matter would be re-argued on May 24. It was the position of the board that a recess should be taken pending judicial resolution of the various issues of the litigation and that no purpose would be served by continuing negotiations. It so happens that the faculty had been apprised of this appeal during the board's caucus and, despite this forewarning, were supprised and stunned by the board's appeal. The faculty asked that the board continue negotiations for the rest of the day, notwithstanding their success, however limited, in court that day. The board refused and after a few minutes of banter the first session ended at approximately 4:15 p.m.

There were no sessions held for the next two day, thus both board and faculty had the weekend to plan further strategy. Both sides felt that their position would be sustained on appeal.

On Monday, May 24, at 11:00 a.m., the faculty and board, along with their attorneys were in the Chicago Civic Center for their appearance before the Illinois Appellate Court. Not surprisingly, there was no hearing. Instead, both sides waitied in the Clerk's office and at about

12 noon, they were advised that the Court would take the matter under advisement and would reach a decision in about a year. Until such time as the court would hand down its written decision, the order of Judge Cohen was to remain in effect and both sides were ordered back to the table. Since it took so long to get this information, both sides agreed to reconvene at 7:30 that evening.

At that time both sides were again in the board room of the college, along with the court reporter. The tone of this meeting was completely strained as seen in Bartos' opening remarks. He asked if the meeting should be called to order and there was no response. Bartos asked, "What does that mean; you are going to have to answer because the court reporter can't take that down. I said, 'Are you prepared to start the meeting?" Rausch answered, "Yes, I am prepared to start the meeting."

Mr. Bartos: I noticed last time and this time again that we don't have coffee here as has been the custom in the past. Is it possible to have coffee?

Mr. Rausch: I am not a caterer; I am a negotiator.

Mr. Bartos: OK, I wasn't aware that you were the one that was bringing it before.

During the course of the evening, the question arose as to what good faith negotiations meant. The faculty had maintained that the board had not moved its position one iota from the beginning until the end of negotiations on March 29. Rausch said that he felt that maintaining a position was good faith negotiations, that there was nothing that said a bargainer had to change his position if he felt at the beginning it was a fair position. It was pointed out by Swenson that there was a Supreme Court case in which a negotiator gave his first and final offer whenever the two sides met and he was famous for that ploy. For example, he would offer the union a raise of perhaps 5% on January 2, the first day of

negotiations and would not move from that position throughout negotiations and he maintained that he was negotiating in good faith. The Supreme Court, however, disagreed with that position.

Despite this argument and the fact that the board did not disagree entirely with the faculty on this point, Rausch maintained that "My response is that - my counter offer, if you want to call it that - is that the current board policy with regard to maintaining faculty ranges be maintained." When it was pointed out to him by Bartos that his position had not changed, Rausch answered, "Our position is that we feel we should adhere to our policy in this matter ... I have just explained to you that I am not prepared to present a counter offer to this demand until we go through (all) your points here."

Rather than to continue arguing this point, the faculty decided to go through each point of its package one by one in order to get a specific board response to each one. There is no point in reporting the board's response to each faculty point: one example will suffice to show the type of negotiations that went on for a number of days. Very little progress was made because both sides remained steadfast in their position. In other words, the faculty kept demanding that the board negotiate and offer courter proposals while the board maintained its previous positions, positions dating back to March 29, with the justification that this was their counter offer which in most cases was "No." The example:

Mr. Bartos: No. 6B - Full-time faculty shall the right of first refusal of overload assignments before part-timers are assigned.

Mr. Rausch: We feel that the management of our part-time situation is rightfully reserved to the board and that it does not really fit into our program for salary management of the full-time faculty and we feel that this is not a position we want to move off of in terms of our current policy.

Mr. Bartos: Mr. Rausch, you keep telling me what the policy is and what the position of the board is and many of these I think we are familiar with, but the purpose of negotiations is to discuss these and perhaps change those positions. Are you saying that your position is so hard and fast that you see no possibility of ever changing it?

Mr. Rausch: I am telling you - that we do not feel we want to change our negotiating position by offering anything more than what our current policy is.

Mr. Bartos: Well then, that is not negotiating.

Mr. Rausch: Well, call it what you will. You said it isn't, but I say it is.

Another example of the type of negotiations that went on that night: The faculty had recited its proposal to the board one by one. To each such proposal the virtual response of Rausch was, "I will respond to that when I respond to the total program. After the faculty finished its presentation, Rausch called for a caucus. After a short while, the board, having considered their position, returned and began to respond to the faculty's proposal. In less than five minutes after their return, Rausch again called for a caucus.

At 9:25, 17 minutes later, the board returned, and Bartos remarked that it was strange for the board to caucus on its own offer. Rausch responded, "I am glad you remarked on it," and was ready to continue. Before Rausch could go on, Bartos asked, "Are your colleagues going to return?" Rausch rejoined, "Yes, they will be floating in." A great source of annoyance to the faculty was that the members of the board's team, in particular President Lahti and vice-President Mann, would spend much time in sessions reading newspapers and joking with one another. They would laugh and carry on in anything but a professional manner. When Rausch responded that the rest of his team would be "floating in," Bartos rejoined, "With their newspapers? Are they picking up papers?"

Then Rausch began to respond to each of the 19 points in the faculty proposal individually. The best way to characterize his demeanor is by citing specifically from the transcript. Rausch would read the faculty demand and then give his response. For example; Rausch would say,

> Minimum base pay for all faculty covered by this agreement shall be fixed at $12,000. My reply is that our current board policy and your current salary policy our stance shall be adhered to.
>
> Number 4 - As an alternate to Number 2 above, we propose the adoption of the attached step lane system. My response is that we reject your proposal to adopt the step lane system.
>
> Number 5 - Summer school pay for full-time faculty shall be increased to 90% of salary. We feel that our summer school program should be flexible enough and subject to enough management control that our current program should be adhered to.

And so on through the rest of the faculty demands until Bartos interrupted to ask Rausch, "Would you point out to me before we go on, what is the difference in your offer today on points Number 1, 3, 4, 5, 6A, 6B, and 7. What difference is there between that and what you gave us before?" Rausch's response was, "I shall leave that analysis to your good hands."

> Mr. Bartos: I see no change whatever. Is there a change? Is there a change in your position?
>
> Mr. Rausch: Is there a change? ... I am giving you an answer.
>
> Mr. Bartos: Have you made any changes at all in your offer today?
>
> Mr. Rausch: The only answer that I will give you is that I am responding to your proposal as presented tonight.
>
> Mr. Bartos: I ask you again, have you made any change?
>
> Mr. Rausch: I am responding to your proposal.
>
> Mr. Bartos: Mr. Rausch, I am giving you the opportunity to show that you are bargaining in good faith by showing that there is some change. I see no change and I want you to tell me if I am entirely representing your ---
>
> Mr. Rausch: I am not through with my response and I will not respond to that questions until I am through with my response.

Another example of what occurred on that night - and on the next several days - will serve to demonstrate the hardened positions of both sides. It seemed to this observer that Rausch was being sarcastic and not taking negotiations seriously. As a matter of fact, this was how the entire faculty felt: they believed that the board was "simply going through the motions" in order to satisfy the court. It was the faculty's concern also to be able to present evidence to Judge Cohen that the board not negotiated in good faith and thus had disobeyed his order. At this point the faculty felt it necessary to establish such evidence. That position, as will be seen later, had to change but, at the moment, the board did not change its position and appeared unwilling to do so. Bartos pointed out to Rausch that he had stated the necessity for the board to meet certain deadlines and wondered if Rausch was still concerned about that and Rausch said he was.

Mr. Bartos: Rather than sitting here wasting time bantering, I think if you would start seriously negotiating we would be able to move. We told you in March we were ready to conclude. We were ready to conclude in February but you would not talk to us. You had the same position in January, February and March that you have tonight. I see no difference in your attitude or in your position.

Mr. Rausch: How can you say I had the same position in January?

Mr. Bartos: That is when we started.

Mr. Rausch: I didn't offer your $1275 in January. How can you say that?

Mr. Bartos: But you threw the proposal back to us in January.

Mr. Rausch: That was our negotiating stance.

Mr. Bartos: Yes, which is certainly interesting.

Mr. Rausch: Am I not allowed to have a negotiating stance, Mr. Bartos?

This dialogue continued in the same vein for several more pages of transcript until it was concluded at the end of the session as follows:

Mr. Rausch: You gave me something and I knew what you were showing me. As you show me something, I know what you are showing me.

Mr. Bartos: I understood that to mean that you knew the contents and that is what I was asking you about. How would you know the contents?

Mr. Rausch: Because I am very bright. I can read these things quickly. I can recognize the step system very quickly.

Mr. Bartos: I daresay that you are quite capable of self-praise. We would like to know when you say that you would give us the information, the breakdown of the offer, or rather the board resolution and I suppose the offer that you gave tonight - $271,276. We would like to have that. We would also like to have a breakdown of the cost on that $50 to part-time teachers. I see that the time is up and so I would call for a recess. We have concluded the meeting for tonight.

With that the first real negotiating session after Judge Cohen's ruling ended. The next few sessions were exactly like that one. It would be pointless to detail every single session. They were lengthy and detailed; they were bitter; there was little time for any warm feelings. As a matter of fact, very little of substance happened until the end of time set by the judge for negotiations.

Typical of what happened during the ensuing week was the evening session of May 25, Tuesday. Negotiations had been recessed for dinner and the evening session reconvened at 7:30 as required. When the faculty arrived they were surprised to see two additional attorneys with the board. Rausch introduced them as Don Anderson and Ted Clark, both of the firm of Seyfarth, Shaw, Fairweather and Geraldson.

Bartos introduced Ken Drumm, secretary-treasurer of the Illinois Federation of Teachers, who was sitting with them as resource person. Bartos commented: "Before long we are going to know all the members of the firm. I have now met six members of that firm and I can see now why you have had to raise tuition. You are going to have to pay all of these people. Mr.

Drumm and Mr. Swenson both volunteered their services so it is interesting that the students are helping to defray these costs by having their tuition raised."

Mr. Rausch: Are you charging us with some kind of malfeasance because we provide ourselves with research people?

Mr. Bartos: I think it's interesting; not only that, I almost take this as a compliment. You have six attorneys now and that is wonderful. I am delighted to see this and there are times when I wonder whether indeed we are doing an adequate job. I say 'My gosh, you are bringing two more attorneys. Mr. Bergman needs more assistance.' Again, I accept the compliment. I think that is beautiful.

The rest of the session continued in the same vein with very little accomplished other than to succeed in using another day.

On the following day again no progress was made. At the evening session Bergman announced that the board might be delayed in arriving for the afternoon session because the board was scheduled to be in court. On May 27 the board and faculty went back into court and again appeared before Judge Cohen. The board asked the judge to have negotiations ended as of that day. Judge Cohen was quite angry with the board for having caused another delay in negotiations and ordered them to return to the table immediately. The board members delayed returning to the table and were extremely annoyed and angry when they finally did return. The whole of what happened that day can again be found in the concluding remarks of Bartos:

> We waited a long time for you people today. Where were you? Mrs. Troehler didn't get back until 5:10. One wonders, are you taking the judge seriously so when you give me an offer on eight points and you come back with movement in only one. When you give us a package that is only slightly different from what you gave us last night, something that amounts to $36 per faculty member per year after all the time we've been spending here, we consider this an insult to the faculty. ... We reject your counter offer because you gave it as a total package...you have given us a hard 'no' on recognition of the faculty senate as a bargaining agent....

> Now you've already conceded, Mr. Rausch, that you have a $4.8 million surplus and you offered very little in that time. ... Right now it's 11:15 ... It's almost Friday. A week since you were ordered back to the table by Judge Cohen. You have offered in that time what amounts to $47.53 per faculty member per year. We are sure that since last Friday, you have spent more money on your lawyers' fees, court movement, maneuvers, a plane trip to Springfield; you spent more money in this area than you have the the total cost of the amount of money offered to the faculty since this time. ... A quick calculation - we figure that you have spent 160 hours of lawyer's time at $65 an hour plus court costs and all the other appurtenances that go along with court costs. ...

It should be noted that the reference made to a trip to Springfield was the reason both sides were back in court on the morning of May 27. The board had decided to appeal directly to the Illinois Supreme Court the decision of both Judge Cohen and the Appellate Court. One of the attorneys of Seyfarth firm, Mr. James F. Best, was sent to Springfield to file the claim directly with the Illinois Supreme Court. The Court rejected the matter out of hand as being of no merit and no urgency. The matter was remanded to the Appellate Court. It should also be noted that the discrepancy between the figures of $36.36 and $47.53 is that the larger figure represented the total amount this would cost the board in raising the life insurance benefit.

It is only fair that the board reaction to the affair at this point be given by quoting Rausch's closing comments for the day:

> ...when I got to the point of where I was going to address life insurance I acceded 100% to your demand there. I must point out to you that you have continually tried to position me as one who is not here to bargain and I am here to reach an agreement and so please, let's not try to dictate mental attitudes to each other. I do not ever sit here and tell you that you are not here to bargain in good faith and I would ask you to accord me the same courtesy. I am here to try to reach and agreement and I'll be here every hour that I have to be here to reach an agreement to the best of my ability. Now you've given us a reply to our offer. You've made some changes in your position. These changes will be carefully analyzed.

What happened on the next day of negotiations, May 29, can be summed up in one word: nothing. Both sides continued to hold to their positions, neither side would concede anything, neither side would change anything, and again more time was spent fruitlessly.

It was now Sunday, May 30, and agreement was no closer than it was on Friday, May 21, nor any closer than we were on March 29. When Judge Cohen chastised the board for having appealed his ruling to the Supreme Court he further ordered that the board must make up all of the time lost by their legal maneuvers. Since he was unaware that the board had gone to the Illinois Appellate Court causing a loss of two days, he was concerned mainly that we at least make up the time lost on May 27. The faculty asked that the negotiations be extended to June 3 to make up for the two days lost because of the board actions. On the 30th one of the main concerns of the board was to make up at least that three hours and no end of time was spent discussing when that time would be made up or when it would be made up.

The faculty was reluctant simply to add three hours onto a session, especially if no movement appeared possible. The faculty met with the board on Sunday night until almost 11:00 p.m. At long last, at the conclusion of that session the board gave an offer which the faculty wanted to consider over night. This offer was to increase the salary by $1325, provided the faculty dropped the rest of its proposal entirely. One of the major points discussed during the day was the faculty's demand for continued recognition and that it be recognized as a unit of the American Federation of Teachers. The board refused to accede to this demand and it was on this basis that negotiations bogged down. It should also be noted that at this time Rausch was no longer the board's main spokesman.

Mr. R. Theodore Clark was no speaking for the board. What he was trying to sell to the faculty as the board's counter offer was, in his own words, "a memorandum of agreement between the faculty senate and (the board of trustees)." This agreement would "include the terms and provisions that (the board would) be willing to sign ... and submit at the next meeting of the board for ratification."

III. Winding Down

President Lahti, in an article for the Community and Junior College Journal, wrote a job description for the collegiate legal counsel Dr. Lahti points out that

> ...a district board should not expect an educational legal practitioner to be the counsel in cases involving labor relations, trial or tax law when a district may often be faced with a specialist in one or more these areas ...

The attorneys representing the Harper board at the negotiating table were not, to use Lahti's term, educational legal practitioners: rather they were members of a law firm whose specialty was collective bargaining. In quoting from the book Academic Governance by J. Victor Baldridge, Lahti noted that various interest groups "articulate their interests in various ways by bringing pressure on the decision making process from any number of angles, using power and force whenever it is available and necessary." One scuh group is characterized by Baldridge (who surely means faculty) as being concerned with such matters as union bargaining, litigation, strikes, picketing, faculty lobbying of trustee policy makers, among other matters. Not only is Lahti concerned with job description for college lawyers; he is also concerned in evaluating such counselors. Lahti believes in evaluation of all members of the college community, including trustees. One aspect of that job description for legal counselor was:number eight, "To serve as primary legal resource and advisor to

to the board of trustees and the president and, when necessary, recommend specialized legal services." In this particular instance, Frank Hines, the board's "educational legal practitioner" deserves high evaluation marks because one would presume he recommended this particular law firm to the board to represent them at the bargaining table. The point of this digression is to lead to the last two days of negotiations.

Ted Clark, the star of the Seyfarth law firm, was at the table for the board on May 31. He had been with them on and off since negotiations had resumed on May 21. It was learned during this time that Clark had been advising the board for some time on relationships not only with faculty, but also with other employees, most notably the custodians who were members of the Service Employees Internation Union, Local 11. Very little had been accomplished between May 31 and May 30. May 31 was to be no different. Virtually the entire time on that day was spent passing time in order, it seemed, simply to fulfill the mandate to negotiate until June 1. Most of the day's discussion served no purpose whatever. In the afternoon session from 2:00 to 6:00 p.m., much time was spent discussing recognition and the presenting of a new monetary offer by the board. An example of the discussion from the transcript for that day:

Mr. Clark: I did not in any way indicate to put in a date to change the board's position on it. I was merely trying to understand what you were proposing so that we could consider it in the light in which you intended it.

Mr. Bartos: Fine. I mentioned to you before about going through the dinner hour. Have you considered that as a possibility today?

Mr. Clark: Well, we proposed that yesterday.

Mr. Bartos: I know you did.

Mr. Clark: We would not be available because we have made other arrangements as far as the dinner hour today is con-

cerned. As far as going beyond 10:30, that may well be a possibility.

Mr. Bartos: OK.

Mr. Clark: There would be some limitations because we have people who have jobs they have to be at tomorrow morning, but we are not totally averse to going beyond 10:30. We have tried on any number of occasions to extend. In fact, we indicated yesterday what about this morning, and you indicated no, you couldn't do it. I think we even talkd about Tuesday morning and you said no.

This particular conversation went on like this for three more pages!

The May 31 session ended on June 1 at 12:15 a.m. Nothing had been accomplished. The position of each side remained the same. The faculty continued to insist upon its demand for recognition as an affiliate of the AFT, Local 1600, for at least another year. The board still refused flatly any kind of recogntion of the senate under any circumstances for any length of time. The faculty had reduced its demands from 19 items on the first day of negotiations to six items. The board had countered by raising its monetary offer by $100 over the board action of April 11, and had also agreed to allow retired faculty to continue as members of the college health plan. This would cost the college absolutely nothing since no faculty retirements were expected for at least another five years.

It seemed that Clark's main concern at this point was to keep the faculty at the bargaining table in order to make up the time Judge Cohen had stipulated. The faculty was determined that there must be recognition for at least another year, otherwise everything they had fought for would have been in vain. The faculty felt that staying at the table any longer would be a waste of time, but they were also thinking about appearing in court the next day. The faculty's strategy in going to court was to attempt to involve Judge Cohen in the negotiations directly. They had repeatedly requested the board to submit their arguments to the judge .

along with the faculty and ask that he act as mediator in the dispute. The board again steadfastly refused to permit a third party to enter the negotiations. Nonetheless, the faculty did appear in court on June 1 and, first of all, presented to Judge Cohen a "petition to extend mandatory injunction to bargain." The faculty was asking the judge to order the board to continue negotiations with the faculty for an additional 52 days because this represented the period between March 29 and May 21, the period of time in which no negotiations were held because the board had unilaterally declared negotiations over as of April 3. Despite repeated attempts to reopen negotiations, by the faculty, the board had refused to comply.

The faculty's attorney submitted a Memorandum of Law to Judge Cohen in which various cases were cited to support the faculty's position. Among these cases were NLRB vs. General Electric Corp., 418 F 2d 36, 1969, and U.S. vs. Greyhound Corp., et al, 508 F. 2d 529, (7th Cir., 1974). Also cited by the faculty's attorney was NLRB vs. Cone Mills Corp., 376 F. 2d 595 (4th Cir., 1967) and Hinson vs. NLRB, 428 F. 2d 133, (8th Cir., 1970).

Judge Cohen was not at all pleased that the faculty had come into court again and he ordered the faculty to get back to the table immediately. Furthermore, he denied the petition to extend the bargaining sessions. However, he did order that at the end of bargaining, the faculty, along with the board, must appear in court again on Friday, June 4, to report to him what had transpired.

IV. Last Day of Bargaining

The two sessions of June 1 were by and large a repeat of what had happened the day before. The faculty accused the board of deliberate

attempts to waste time simply to get through the day. Indeed, at one point Bergman, the board's spokesman that day, read his comments extremely slowly. He responded very slowly to each individual point of the faculty's proposal. The evening session was attended by a large number of faculty. Mo[illegible] was made by the board of the increased number of people in the room. It seemed again to be an issue raised solely for the purpose of passing time. The board returned with a counter proposal, but it was one that was totally unacceptable to the faculty. The board presented its final offer amounting to $100 more in salary than had been offered in April. The board refused any kind of recognition whatever of the faculty and union. As to who would bargain for the faculty, Clark, who attended the evening sessions said, "That remains to be seen."

As midnight approached, the faculty proposed additional meetings. They also asked for reconsideration of their proposals. They asked the board to stay beyond midnight in order to arrive at agreement. The suggested arbitration, or mediation by a third party such as Judge Cohen. All such arguments and proposals were rejected outright. The faculty learned that day that the board in 1970 had agreed to recognize Local 11 of the Service Employees International Union as the representative of the Harper janitors. The faculty asked for and received a copy of the agreement signed on October 8, 1970, by the board and Local 11. It was a surprise to find that the board had entered into a collective bargaining agreement in 1970 with a labor union and that it allowed for arbitration by the American Arbitration Association. This certainly seemed to give the lie to the board's contention that they would be negligent in their elected duty to give a third party the right to enter into any kind of arbitration. The faculty's arguments on this point proved to be

to no avail. Clark refused to see any analogy between the professional faculty of the college and its janitors vis-a-vis collective bargaining and representation by a labor union.

Negotiations ended shortly after middight. The last page of the transcript - and of the negotiations - tells what happened. Clark had presented the board's final offer and ended his presentation:

> Mr. Clark: Our response is very quick and can be stated fairly briefly, I think. We are here with full authority to negotiate, to try to arrive at an agreement. We assumed that the other side had a similar scope of authority, to try to arrive at an agreement. Meeting stands adjourned.
>
> Mr. Bartos: Is that your final offer?
>
> Mr. Swenson: We consider this a breakoff in negotiations, if you are leaving without setting any date to consider the proposal that we have been caucusing on --
>
> Mr. Clark: We are leaving without setting any further dates.
>
> Mr. Swenson: -- for the last 20 minutes. We can only consider it to be a breakoff in negotiations.
>
> Mr. Clark: We are leaving without setting any further date.
>
> Mr. [illegible]: You have given us a final offer and you are finished?
>
> Mr. Clark: We are finished. No further court reporting.
>
> Mr. Swenson: We are going to stay here for the next ten minutes in hopes that you will return.

The board did not return and that indeed was the last day of negotiations. The next time the two sides met was Friday, June 4, in the courtroom of Judge Cohen.

V. Final Days in Court

For the record it would seem to be appropriate to set down the final two proposals presented in the last negotiation session by each side. These were what were brought before Judge Cohen on Friday, June 4.

MEMORANDUM OF AGREEMENT - Agreement reached between the Board and the Faculty Negotiating Teams, May 31, 1976

The Board and Faculty Negotiating teams have reached agreement on the following items for the 1976-77 academic year:

1. The monetary increase for the 1976-77 year for the faculty will be as follows:

Each faculty member for whom a $1,375 increase in the faculty member's contracted 1975-76 salary would not be in excess of the applicable salary range adopted by the Board of Trustees on December 11, 1975, and set forth in Section 3.2.1A of the Board's Policies shall receive a $1,375 increase in the contracted 1975-76 salary.

Each faculty member for whom a $1,375 increase in said faculty member's contracted 1975-76 salary would be in excess of the applicable salary range adopted by the Board of Trustees on December 11, 1975 ... shall receive a salary increase which when added to the faculty member's contracted 1975-76 salary equals the applicable salary range maximum.

No faculty member, including those faculty members who have been awarded a promotion, shall receive a salary in excess of the applicable salary range adopted by the Board of Trustees on December 11, 1975 ...

OR 1. The monetrary increase for the 1976-77 year for the faculty will be as follows:

Same as paragraphs following except $1,275 instead of $1,375 and the third paragraph reads:

No faculty member, including those faculty members who have been awarded a promotion, shall receive a salary in excess of the applicable salary range adopted by the Board of Trustees on December 11, 1975 ...

In addition to the faculty member's contracted 1976-77 salary, each full-time faculty member covered by this Agreement shall receive a one-time, non-accumulative payment of $100 at the beginning of his/her contracted obligations for the 1976-77 academic year.

2. Each faculty member covered by this agreement shall receive life insurance coverage paid for by the Board equal to two times the faculty member's contracted salary.

3. The maximum coverage of the medical insurance shall be increased to $50,000 and the surgical schedule shall be reimbursed on a 90% of usual and customary costs.

4. Faculty members who retire under the State Universities Retirement System shall be permitted to maintain coverage under the College group medical insurance under the same terms and conditions in effect for regularly employed full-time faculty.

The Board recognizes the Faculty Senate, Inc., as one of the parties to this agreement and on behalf of all full-time faculty employed by the Board, has the right to judicially enforce the specific terms of this agreement during the 1976-77 academic year. This provision shall not be construed as recognition for the purposes of collective bargaining, either de factor or de jure.

Before stating the final Senate proposal, it should be noted that on the evening of June 1, 1976, the Senate did suggest that the entire matter be handed over to Judge Cohen as was stated before. The faculty proposal read as follows: "Since the board and Senate have reached an impasse in negotiations, the board and Senate agree to negotiate the following outstanding and unresolved Senate proposals under the supervision of Judge Nathan M. Cohen." Then followed the Senate proposal:

The Board and Faculty Negotiating Teams have reached agreement on the following items for the 1976-77 academic year:

Items 1, 2, and 3 of the faculty proposal are substantially the same (with slight wording variations) of the Board's items 2, 3, and 4.

4. The Board recognizes that the Faculty Senate, Inc., an affiliate of Local 1600 AFT, as one of the parties of this Agreement and on behalf of all full-time faculty employed by the Board, has the right to judicially enforce the terms of the Agreement in the Court of Judge Nathan M. Cohen during the 1976-77 academic year.

5. Since the Board and Senate have reached an impasse in negotiations, the Board and Senate agree to negotiate the following outstanding and unresolved Senate proposals under the supervision of Judge Nathan M. Cohen:

a. All faculty members shall receive a salary increase of 3% of their contracted 1975-76 salary, plus $1,275; however, faculty members who have reached or exceeded the tops of their salary ranges shall receive a minimum 4.4% cost-of-living salary increase.

b. The salary schedule for overload courses taught by the faculty members shall be increased by $300.00 across the board. Full-time faculty shall have the right of first choice of overload assignments before part-time faculty are assigned.

c. The Board recognizes the Faculty Senate, an affiliate of Local 1600 AFT, as the negotiating representative of all full-time faculty employed by the Board on the subjects of salaries, fringe benefits and working conditions for the 1977-78 academic year.

6. The parties agree that, as a condition of this settlement, both parties will request that all outstanding litigation be dismissed.

7. The parties agree that the allocation of court costs and attorneys' fees shall be decided by Judge Nathan M. Cohen.

The session in Judge Cohen's court on June 4 again proved fruitless. A great deal of discussion was done on this matter in open court. No resolution seemed forthcoming. The the parties went in the judge's chambers where again the judge attempted to arrive at some kind of reconciliation. What happened was that the faculty had succeeded in getting Judge Cohen to enter the negotiations although the board had never agreed to this. Judge Cohen would speak to both sides at one time; then he would send out the faculty and speak only to the board. He would then send out the board and the faculty back in. This continued until close to 6:00 p.m. with the result that nothing was accomplished. Judge Cohen then sent both parties back to attempt no so much to work out an agreement together, but "to put their houses in order" and to return to the courtroom on the following Friday, June 11, at which time he said, "This matter will be settled once and for all."

Indeed, this is exactly what happened, for on the following Friday, the faculty and the board appeared again in Judge Cohen's courtroom at the end of which time the agreement finally was reached. After the session, Bartos and Juergensmeyer accompanied Ted Clark back to his office at which time the agreements were typed out to the satisfaction of both parties. There had been discussion in the Judge's chambers, in the courtroom, and eventually both sides agreed in the presence of the Judge to sign the agreement that follows:

In full and complete settlement of all outstanding matters, the parties hereby agree as follows:

Items 1, 2, and 3 were the same as the Boards numbers 2, 3, and 4 above and the faculty's numbers 1, 2, and 3.

4. The parties agree to submit the Board's alternative salary offer which appears below to a secret ballot referendum of the full-time faculty. In the referendum, the faculty shall vote for either alternative 1 or alternative 2 below. A simple majority of those voting shall determine which alternative shall become the basis for contracted salaries for full-time faculty for 1976-77. The Faculty Senate shall notify the Board of the results of the secret ballot referendum no later than June 22, 1976.

Alternative Salary Proposal by Board

a. The faculty monetary increase for the 1976-77 year will be as follows:

Each faculty member for whom a $1,375 increase in the faculty member's contracted 1975-76 salary would not be in excess of the applicable salary range adopted by the Board of Trustees on December 11, 1975, shall receive a $1,375 increase in the contracted 1975-76 salary.

Each faculty member for whom a $1,375 increase in said faculty member's contracted 1975-76 salary would be in excess of the applicable salary range adopted by the Board .... shall receive a salary increase which when added to the faculty member's contracted 1975-76 salary equals the applicable salary range maximum.

No faculty member, including those faculty members who have been awarded a promotion, shall receive a salary in excess of the applicable salary range adopted by the Board ...

OR b. The monetary increase for the 1976-77 year for faculty ...

Same as the three paragraphs following a. above, except the figure of $1,275 should be inserted in place of $1,375.

In addition to the faculty member's contracted 1976-77 salary, each full-time faculty member covered by this Agreement shall receive a one-time nonaccumulative payment of $100 at the beginning of his/her contracted obligations for the 1976-77 academic year.

5. The Board of Trustees of William Rainey Harper College recognizes the Harper College Faculty Senate, Inc. as the representative of all full-time faculty employed by the Board for the purpose of negotiating on salaries and monetary fringe benefits for the 1977-78 academic year for all such full-time faculty.

6. The parties shall negotiate in good faith at reasonable times and places mutually agreed to by the parties, provided that if necessary the parties shall meet at least two times per week. The Faculty Senate shall submit its proposal no later than January 15, 1977 and negotiations shall commence on February 7, 1977 and shall extend to and including midnight April 7, 1977.

7. The obligation of the parties to negotiate in good faith shall be defined by Section 8 of the National Labor Relations Act, as amended, and shall not compel either party to agree to a proposal or require the making of a concession.

8. Both parties have the right to designate their own representatives for the purposes of such negotiations, as well as substitutes and advisors.

9. Either or both parties may elect at the outset of negotiations to have the entire negotiations transcribed by a certified court reporter.

10. The recognition of the Harper College Faculty Senate, Inc., by the Board of Trustees ... as the representative of all full-time faculty employed by the Board shall be in effect from the date of ratification of this Recognition Agreement by both parties until midnight, April 7, 1977.

11. The Harper College Faculty Senate, Inc. agrees to withdraw its Amended Petition for Rule to Show Cause and Amendment thereto in Case No. 76 CH 2446 and further agrees that it will institute no additional proceedings for matters occurring prior to the date of execution of this Agreement.

12. The Board agrees that it will take no reprisals against any faculty members because of their participation in the negotiations that preceded this Agreement.

On the following Monday, June 14, both sides again appeared in Judge Cohen's courtroom and the agreement was signed in his presence subject to ratification by the board and the faculty. On that same date, Bartos advised the faculty that negotiations had ended. The second paragraph of his memo to the faculty stated:

> The court order which mandated the return of the board resulted in an additional 70 hours of negotiations. Previously we had been at the table about 45 hours. This does not include time spent in preparation for the sessions and other related matters. I made 15 trips to Chicago on matters and Dave Macaulay made at least 5 more such trips. Other members of the committee - Roy Mottla, Phil Stewart, Ron Short - also contributed freely of their time, money and energy to the cause. Bill Miller, newly elected Senate president also has been deeply involved in negotiations since his election.
>
> There was a P.S. to that memo in which the faculty exulted:
>
> By our count the board used nine different attorneys. John Juergensmeyer was our only attorney. We won on every legal point.

VI. Finale

The board of trustees met in special session on Wednesday, June 23 to consider the results of the negotiations and to act on faculty salaries

for the 1976-77 academic year. Chairman Munson asked what the faculty's response had been to the option in the agreement. President Miller reported that the faculty had voted to accept alternate (a) under Paragraph 4. The next is a direct quotation from the minutes of the board meeting for that date:

> Member Rausch moved, Member Moats seconded, that the board ratify the agreement as shown in Exhibit 4-A, Paragraphs 1, 2, 3, 4a, 5, 6, 7, 8, 9, 10, 11, and 12. Upon roll call the vote was as follows: Ayes - Members Kelly, Moats, Munson, Nicklas, Rausch, and Weber; Nays - Member Troehler. Motion carried.

It is worthy of note that Judith Troehler, a member of the board's negotiating team, was the only member of the board to vote against accepting that agreement. Bartos then read a lengthy statement in which he accepted the board's action and thanked them for it. Only the first paragraph of his statement need be quoted:

> On behalf of the negotiations committee, the Faculty Senate, and the entire faculty, I want to express thanks for this settlement. We regret it took so long to achieve and that so much unpleasantness preceded the board's action tonight.

Thus the negotiations for 1976-77 had ended. There were some more articles in the newspapers and some additional bitterness that carried over, but negotiations had ended and it was now time to get back to work. It could only be hoped by both sides that some lessons had been learned and that in succeeding years the same problems, the same bitterness would not come up again.

CHAPTER FIVE: Conclusions and Lessons to be Learned

I. Introduction

It goes without saying that no one at Harper College would want a repeat of the 1976 negotiations. Intelligent people would want to look back at what happened to study carefully what might be done to avoid a repeat. They would attempt to evaluate their strategy, behavior, supporting evidence, and advisory personnel to determine what improvements need be made in these areas. They would try to identify their mistakes and study ways to avoid similar ones in the future. They would also try to dientify what they did right and whether these areas could be improved, modified, or even omitted in future negotiations. They would also try to determine what was luck and what was coincidence; what was sheer intelligence or brilliance on the part of either side. Too few organizations evaluate their past activity and thus they make the same errors and become hardened inntheir biases.

It has been the purpose of this paper to highlight in detail one such activity that takes place in many two-year colleges every year. In so doing, it is to be hoped that neutral parties reading this might look critically at what another college has done and derive conclusions that would enable them to improve their own negotiations process. By studying what happened at Harper in 1976 others may draw parallels, see analogies, find differences, detect errors made by the parties, criticize, learn, and, if you will, arrive at conclusions that will help them. This, then, is a model; a model not to be followed or to be considered ideal, but a model to be used as a learning tool.

In the next few pages an attempt will be made to make a critical evaluation of the activities of both parties during the 1976 negotiations

at Harper College. As has been pointed out previously, this writer took an active part in these negotiations and cannot be considered a totally impartial observer. With this disclaimer in mind, then, the following points will be considered in evaluating the 1976 negotiations: strategy, behavior; supporting evidence; and advisory personnel. These will be considered as they relate to both teams. The actual substance of the faculty demands and the board's counter proposals will not be considered. While the actual substantive items in those proposals are of primary importance to the negotiators, they are not relevant to an evaluation of what happened. What is of concern is how both sides argued their respective positions and what they did to promote acceptance by the other side. Some of the events overlap, such as a strategy move on the part of one side might lead not to a counter move, but a behavior move that would affect the outcome of a particular demand. Thus, the following discussion will show a certain amount of overlapping of this kind.

II. Beginning

For a number of years the Harper faculty had been displeased with the promotions process. The college uses the rank system found in most four-year colleges. Promotion from one rank to the next is not automatic as it usually is in primary and secondary schools. The faculty negotiators determined that this concern was of such high priority at the college, that in 1976 this would be the faculty's only demand of the trustees. It was felt that if the faculty could achieve a change in the salary system this alone would mean more to the faculty than anything else. The faculty negotiators further determined that this matter would be kept secret until the first negotiation session.

The step-lane system of salary was used in the first year of the

college. However, in that first year the faculty negotiating team bargained this away mainly because of a high percentage increase (about 17%) in salary across the board. The faculty now felt that there had been so many inequities arising out of the system now in use - salary range and rank - that the old system should be returned. While the members of the committee felt that the board would not accept this demand, they went into the first session hoping some sort of compromise would be reached.

It must be admitted that the faculty team had little hope of success and they all had in the backs of their minds the realization that they would probably have to go back to the old system. They did hope, however, that there would be some discussion of this demand which would afford them an opportunity to raise the question of promotions. The board had refused to discuss promotions during negotiations in previous years as being outside the scope of the negotiation agreement. The faculty's strategy was based more on hope than on reality. They had no backup strategy on paper and this was a mistake.

In any labor-management relationship management is in a far better position. Management controls the purse strings and the records. Labor comes to management, in a sense, with hat in hand to ask for more money, better working conditions, increased fringe benefits. Labor has to fight for what it wants while management, at least before the days of labor unions, simply has to dig in and say no. Management has never willingly conceded anything despite the gains made by labor. Most management refuses to conced anything at all and certainly does not want to give up any of its prerogatives, privileges, rights, or power. When it sees itself threatened, management reacts strongly; or, perhaps one should say it over-reacts.

Such was the case when the Harper faculty negotiators presented their first negotiating demands to the board of trustees. The chief negotiator for the board, board member Robert Rausch, received the copies of the faculty's proposals from Michael Bartos, the faculty's chief negotiator. With only a very cursory glance at the document, Rausch literally threw all of the copies back across the table to Bartos, and said, "We will not negotiate a change in our system of paying faculty." Rausch did not distribute copies of that proposal to the other members of his team, including the college president. In other words, he was the only member of the board team to see it. He did not even give the others the courtesy of letting them look at it, nor did he give the faculty the courtesy of at least saying, "We will take this under advisement." This was a mistake on the board's part.

The faculty was outraged at Rausch's heavy-handed treatment. Rausch had thrown down a gauntlet and, as chief spokesman for the board, immediately put the board and administration in an extremely hardened position. If he had accepted the document, distributed it to the other members of his team, and said, "We will take a caucus to consider this," and then left the room, perhaps noneof the events that followed would have occurred. After a caucus he could have returned and said to the faculty, "We have considered this and, in our judgement, it is not proper subject matter for negotiations. We would prefer that you give us a proposal in the traditional manner."

This is not to say that the faculty would have not countered his argument. They would have had to at least rethink their strategy and determine what to do next. As it happened, both sides hardened their positions and by the end of the month were in court. The lesson to be learned from

this is that all proposals, no matter how frivolous or how improper they may seem to either party, should at least be given the courtesy to be considered. As both sides learned from the judges, management is free to reject every proposal presented by labor. There is no requirement that in collective bargaining agreement must be reached. It is obvious that in good faith bargaining agreement will be reached, usually through compromise by both parties. There is an unwritten law that says people like to be treated decently. When they are not treated decently, they tend to respond in kind.

Since the faculty believed they could get nowhere at the bargaining table, they decided to sue the board. As it happened, they had very weak grounds on which to sue. The board quite properly and understandably refused to negotiate while the matter was in court. The faculty suit was delayed in court through nobody's fault but because of a mechanical failure in the Civic Center where the case was to be heard. As a result, a week was lost. When it was finally over, the faculty had lost.

Judge Edward M. Wosik told the faculty that they had come to court too soon. As he saw it, the board had done nothing wrong or improper and he saw no reason to find against them. However, he found in favor of the board not on those grounds, but on a procedural ground. The faculty's attorney had failed to notify the board's attorney within 48 hours of the action. It was on this basis that the judge dismissed the case in favor of the board. Here is where the board made its second mistake; this could be attributed to their attorneys for not properly explaining what had happened. Apparently the board felt they had won on substantive ground; that, indeed, they had done nothing improper.

This was not the case. The faculty had made a mistake by suing so quickly and it was an expensive mistake in terms of money. On the other hand, because the board's attorneys misread the judge's decision and had misinformed the board, it turned out to the benefit of the faculty later on. The board believed that the judge had said they did not have to bargain with the faculty and that the recognition agreement was not binding on them. Judge Wosik never even touched that point. Thus, when the matter came before Judge Cohen in May, Cohen had an entirely different interpretation. He was not bound by Judge Wosik's action because Wosik never commented upon the agreement in any way whatever.

Both sides returned to the table on March 1, the day that the board had previously set for concluding negotiations. This was another sore point with the faculty. As in previous years, the board unilaterally set a date for concluding negotiations. The faculty strenuously objected to this every year because they felt both sides should agree on a date. In the past three years when that date had arrived, the board concluded negotiations and sent out contracts whether an agreement had been reached or not. The faculty never accepted the board's reasons for the urgency of concluding negotiations by any particular date. Their usual reason was that by legislative mandate they had to have their budget prepared by July 1. Since the faculty was aware that many other school districts in Illinois had not concluded negotiations sometimes even until the beginning of a school year or later, the board's argument was specious.

The point here is that the board should not use its muscle needlessly. No faculty is anxious to prolong negotiations. They are as anxious as the board to complete negotiations. Thus, it is much better to agree on a concluding date than it is for one side to set a date and demand

the other accept it without argument. The faculty would have been pleased to complete negotiations by March 1, but it did not like the board making this a non-negotiable demand.

Past actions of the board had shown, too, that if they said March 1, they meant March 1, and they would be unwilling to negotiate beyond that date except for minor matters. In the previous year at the conclusion of negotiations, the board had reneged on an agreement reached at the table. (See above, p. 42, et seq.) This necessitated the faculty filing suit against the board in order to make them live up to an agreement reached at the table. Of course, this resulted in much bitterness. Another aspect of this was the tone of the letters written by Rausch to the faculty team. The faculty did not like the treatment they were receiving from him, especially when his demands came in the form of orders rather than requests. Discourteous treatment breeds discourteous treatment; or at least resistance. The dates demanded by Rausch for negotiating meetings seemed to have been chosen by him to be inconvenient to the faculty. Thus, they countered with alternate dates and times which were just as uncongenial to Rausch. Perhaps we should say silliness breeds silliness.

The faculty realized now that they would have to present a traditional proposal in the traditional manner. They did this by presenting a proposal containing 19 demands. They well knew that some of these would be totally unacceptable to the board. They also deliberately withheld one essential bit of information that the board needed; namely, what percentage increase the faculty was demanding in salary. The faculty kept up this ridiculous stance for almost two weeks until they could no longer maintain that position. They were wrong in what they did at that time and much time was wasted. But then, silliness does breed silliness.

III. Middle

By the time the faculty finally put their complete proposal on the table, almost half of March had passed. The board wanted to conclude by April 1 (and so did the faculty). This was the time for the American Association of Community and Junior Colleges convention which Lahti attended. It had always been obvious to the faculty that nothing happened in Lahti's absence and meetings without him were futile and fruitless. It may be impossible or improper to reach final settlement without the president, but it is a mistake to allow nothing to happen because substantial progress can be made in many areas without his presence. This requires trust on the part of the president and willingness to delegate authority and responsibility. And there is always the telephone.

At this point the faculty was very dispirited; morale was low and they were tired of fighting. Although there was no breach in their unity, they were close to collapse. If the board had made some slight compromises or minor changes in their counter-offers, the faculty would have accepted. As it was, the board failed to move and this brought about a renewed spirit and strength on the faculty team. They were close to agreement with the board on March 20 and the board seemed ready to move. The faculty asked them to remain and continue to negotiate, but the board refused perhaps because Lahti was absent. Whatever, the reason, the meeting adjourned with no agreement on any point. From that point on to March 29, negotiations progressed steadily downhill.

There was nothing the faculty could do about the board's attitude. Also they had nothing they could bring back to the faculty. It was a mistake on the part of the board to fail (or refuse?) to negotiate in the absence of their chief executive. If this was not their reason for failure

to move, none other comes readily to mind except the simple need to show who's boss, or to bring the faculty to its knees.

The board never should have refused to negotiate with the faculty after the March 29 deadline unless they agreed to its precondition that ranges would be strictly adhered to and no one would be permitted to exceed the range. By making this demand they put the faculty team in an untenable position and gave them prima facie evidence of their refusal to negotiate. If they had retracted (or never made) this demand, they would have succeeded in maintaining their position. (Even after all the succeeding trouble, they won this point at the table - but not in court.) Had they continued to negotiate without this precondition, and had they given the faculty the increase they were to award on April 12 along with a few other minor concessions, negotiations could have been concluded on April 3. This is not to say that the faculty would have been satisfied or even have come to terms. The board would have deprived the faculty of an issue to take to court and they would have prevented unionization of the faculty. The board, however, felt it necessary to show its muscle rather than its reason and good will.

If this judgement seems harsh, unfair, or biased, it must be remembered that ensuing events bear out the truth of it. The faculty wanted to settle and they did not want to go to court. They felt, up to April 3, they would lose in court and had been so advised by their attorney. They did little becuase there was little they could do. They were in no position to do anything and the board should have realized this. Also, the faculty's treasury was almost entirely depleted.

The board ignored the letters from the faculty and its pleas to return to the table. When Lahti was asked by Bartos to do something about

the impasse, Lahti promised to do what he could. Bartos heard nothing further from Lahti, not even a phone call. Even to the day of the board meeting of April 13, the faculty pleaded while the board and its agents ignored them. One can only wonder whether the board had such disdain for the faculty that they felt they could ignore them with impunity.

Perhaps Richard C. Richardson, Jr., President of Northampton County Area Community College of Bethlehem, Pa., understands this best. In an article in March 1976 he noted that, "we have seen an abundance of autocratic and frequently arbitrary administrators. Those selected for admistrative posts have regarded themselves endowed with a wisdom denied to lesser folks." (Richardson, p.52) He goes on to say that administrators maintain their position by "control of the system of rewards and penalties, and control of the channels of communication, especially to the board of trustees." (Ibid.) Note that the faculty had sought the aid of President Lahti to communicate their willingness to negotiate to the board. Mr. Richardson also seems to understand the faculty mind equally well: "Faculty members in most community colleges have clearly occupied a less prestigious role than administrators. They have been evaluated by administrators; they have been recommended for promotion by administrators; and their salary increases and tenure have been dependent upon their good relationship with their supervisors." (Ibid.) It is interesting to note that Richardson has spoken to both faculty and administration at Harper in person on more than one occasion, but his words have gone unheeded.

IV. End

One can only wonder what went through the minds of the board/administration when salary provisions for 1976-77 were approved at the April 13 board meeting. Did they believe that the entire issue had been resolved?

Did they believe that the faculty would do nothing? Did they have such low regard for the intelligence and backbone of the faculty that they believed the faculty would take no counter action?

What the faculty did is now history. First of all, they went on a week's vacation and let matters rest while they weighed their alternatives. The faculty held no meetings during this time. Within three days of resumption of classes the faculty had gone back to court and obtained an order forbidding the board to send out contracts. Within a week the movement to unionize the faculty was in full force. Within three weeks the faculty had voted to join the AFT and more than 50% had signed membership cards. During final exam week which was the third week of May, the board had been found guilty to not living up to the agreement it had signed with the faculty and were ordered by Judge Cohen to return to the negotiating table.

In that four week period the faculty apparently made no mistake while the board made several. First of all, the board underestimated the anger and resolve of the faculty. They had treated the faculty shoddily and were now faced with a union and a lawsuit. Never had anger and discontent been so high and never had the Harper faculty been more united.

Worse than that was the board's (or their attorney's) misreading of Judge Wosik's February 20 order. In several meetings with the board's attorneys outside of court, the faculty were surprised that those attorneys were so sure of their position that they had not bothered to prepare their case properly. Judge Wosik had dismissed the faculty petition on purely procedural grounds and never went into the substance of that complaint despite the faculty's request that he do so. (In May Judge Cohen recessed court briefly in order to confer with Wosik to ascertain the grounds on

which he had dismissed the faculty petition. It was as stated before - the faculty's attorney had failed to notify the board's attorney.)

Apparently the board's attorneys believed that Wosik had upheld their contention that the board was not bound by the recognition agreement. R. Theodore Clark, a member of that firm, and one of the board's negotiators in May, is one of the authors of a book on labor relations law in the public sector. In this book a number of cases are cited that seem to support the board's contention. Among them are the following: Indianapolis Education vs. Lew Allen, 72, LRRM 2071 (7th Cic., 1969); Board of Regents vs. D. Packing House, Food and Allied Workers, Local 1258, Iowa Supreme Court, ---Iowa---, 175 N.W. 2d 110 (1970); and Chicag Divison of Illinois Education Association vs. Board of Education, 76 Ill. A.P.P. 2d 456, 222 NE 2d 243 (a966).

The board's attorneys did not bother to cite any of these cases in any of their oral or written arguments. They seemed to be relying solely on Judge Wosik's dismissal order as sole basis for their defense.

This brings up luck. It was pure luck - or the system of assigning cases in Cook County Chancery Court - that brought Judge Cohen into the matter. The faculty's attorney had asked the chief judge of the court to reassign the case to Judge Wosik but this request was denied.

Judge Cohen had been involved in a similar case involving a police union in a Chicago suburb and a public body. Cohen had decided for the union in that case and was overruled on appeal. He believed that the Appellate Court had erred in overruling him and welcomed this case as an opportunity to bring the issue back before the Appellate Court. (The appeal of the Harper Board on Judge Cohen's decision in this matter has still not been heard, nor, obviously, has a decision been announced.)

Having been ordered back to the table, the board could have attempted to come to an agreement with the faculty. Rather than do this, they decided to appeal Judge Cohen's decision. When the Appellate Court refused an immediate hearing and ordered them to obey Cohen's order, they returned grudgingly. But they didn't stop there; they spent more time and money in a futile attempt to have the Illinois Supreme Court hear the issue on an emergency basis. That court saw no emergency and, with all avenues of appeal exhausted, they finally returned to the table.

Perhaps there was a matter of principle here. Perhaps this was not quixotic. Perhaps the board was not being, childish, churlish, vindictive or whatever. Perhaps. But why they took the action they did, only they can answer. They have never felt obligated to justify their actions to the taxpayers and no one has forced them to do so.

Since nothing was left, they returned only to spend the time ordered by the judge. It is hard to characterize the board's behavior without resorting to name-calling or innuendo. Had they decided to assume a statesmanlike position, or a good loser's pose, or a feeling that they had lost fair and square, settlement could have been reached in less than a day. They would not have had to capitulate or "give away the store."

Rather a lot of time was spent in speechmaking by both board and faculty. The board demanded justification for everything with all sorts of supporting evidence. The faculty replied that this had already been done, but complied anyway, and then foolishly demanded the same of the board, which was what the board wanted. Thus time was wasted to no purpose. It is this observer's impression that most such supporting evidence - by either side - is worthless since what is presented is self-serving and biased and it is received as such.

Proof of this point is that no agreement was reached by midnight of June 1 on any of the substantial points. It was necessary to return to Judge Cohen and ask his aid. Here again the faculty won its point because the board refused to bend and both sides had no recourse but to return to him without an agreement. One can only speculate on the board's motives. If they really wanted to negotiate in good faith and arrive at a settlement, they could have; if they wanted to avoid Cohen's intervention, they could have. As it turned out, Judge Cohen finally had to intervene.

The behavior of the two sides after agreement was reached deserves comment. Beyond reporting the settlement to the faculty and brief comments to the press, the faculty team said nothing. The board, on the other hand, chose to issue a "Position Statement" to the press on June 17 six days before it would act on the settlement. Most of the statement was self-serving, e.g.:

> The faculty of William Rainey Harper College voted to affiliate with Local 1600 of the AFT on May 14 and 15, 1976 in a referendum conducted among the faculty.
>
> The board is not bound by that referendum in any way. During the period of the referendum, the board was still in an agreement with the Faculty Senate that expired on June 1, 1976.

The faculty never suggested the board was bound by this referendum. It is a fact, nonetheless, and a fact that the board must deal with or ignore as it chooses. The board should certainly be aware, as D. H. Blumer stated in an article, "... once a campus is unionized, it stays unionized." (Blumer, p.27).

> This agreement with the Faculty Senate continues to provide the faculty with one of the best pay packages provided in the United States. ... Historically, in the annual faculty salary survey conducted by the AAUP, Harper College has ranked consistently in the top 10 to 20%.
>
> The chairman of the faculty negotiating committee never, in public

or private, disputed this. When he was asked about this during the May negotiations he freely and gladly admitted this. Furthermore, on June 23 he publicly thanked the board for the settlement.

There was invective, name-calling, and a downright lie in the board's statement:

> The Faculty Senate retained a law firm and filed the first law suit on January 28, 1976. The board had no alternative but to obtain competent legal counsel to advise us how best to safeguard the interests of the college from pressure groups, individuals like Norm Swenson of the AFT. Swenson injected Chicago-style union politics into what was essentially a local problem. His intervention blocked real progress by the faculty and the board for months.

Bartos responded to these charges in his statement at the June 23 meeting:

> I would point out to you that all, repeat all, lawsuits were instituted by the Faculty Senate on the recommendation of the faculty negotiators. All lawsuits were filed prior to the faculty elections that brought about the affiliation with the AFT, Local 1600. In no way was the Union involved in these lawsuits prior to May 21. It was on May 20 that Judge Cohen ordered the board back to the table. ... we have no idea (of) what you mean when you say the AFT "injected Chicago-style politics into what was essentially a local problem." We could as easily charge the board with using a Mayor Daley tactic of blaming all your problems on outsiders.

It should also be noted that the minutes of the June 23 board meeting carried Bartos' statement in its entirety. At the July meeting, member William Kelly moved that these remarks be deleted from the board's minutes because that statement "was written by Norman Swenson and read by his puppet, Mike Bartos." Whatever else one might say about this board, one could never accuse them of being overly gracious or very careful about the truth.

The conclusions that flow from the facts and comments just presented seem evident. There is, however, one point that needs to be stated: The best rule of conduct for humans is still the Golden Rule. Or, to state it negatively: If you treat others poorly, they will treat you the same.

V. Collective Bargaining

The events related here are surely the best argument for collective bargaining for public employees. A law is needed because it is obvious in this instance and in the cases cited above, that collective bargaining must be legislatively mandated. Blumer has noted: "Governments in almost all states contend that, in the absence of specific enabling legislation, public employees do not have the right to bargain collectively. They do have the constitutional right to join unions, but the right to bargain arises only from specific legislation." (Blumer, 27)

Richardson concurs in this argument: "From my perspective the reforms that are necessary as a consequence of some of the inequities that have been a part of our past are most likely to be resolved through collective bargaining." (Richardson, 53). He goes on to point out that while collective bargaining may indeed be appropriate for colleges, it is not "the panacea it is sometimes described ... Collective bargaining is a healthy, decision-making process for dealing with conflict;" (Richardson, 53) Nonetheless, he believes that refusal of boards to accept collective bargaining forces "faculty unions into the position of refusing to accept consensus procedures as a normal way for dealing with those areas of decision making where adversarial relations ships are not necessary." (Ibid.)

One of the first arguments raised by many is that collective bargaining hinders rather than helps education. The Chicago Tribune published a front page interview recently with Albert Shanker, president of AFT. Shanker was asked what evidence he could show that collective bargaining had improved education. Shanker's answer was right to the point:

> I don't believe there has to be any evidence to justify it. The evidence is very mixed. It is possible in the bargaining process to negotiate things that are bad for children. The chances are that most things that are negotiated don't have much to do with

> children at all. They have to do with whether teachers are going to feel happy about their jobs and about whether they're going to have a better standard of living.
>
> The justification for collective bargaining in the auto industry is not there is a better car, it is that the auto worker ought to have a right to negotiate with his employer to have a decent standard of living. It's part of our democratic values ...
>
> The right to strike and the right to bargain collectively and organize in our society presents inconveniences, the same as freedom of speech, freedom of religion, or freedom of the press. It is a part of a democratic society. That's the reason for it, not that it makes education any better. (Chicago Tribune, 3/7/77)

The effect, if any, of collective bargaining in higher education in those states that have collective bargaining laws, is "not yet evident (because) much of this legislation is quite new." (Blumer, p. 28)

While "many members of the higher education community are arguing that traditional labor law does not fit the higher education context" (Blumer, p. 29) others realize that collective bargaining is inevitable. Those who oppose it "argue that the traditional adversary system of collective bargaining does not contemplate such matters as faculty governance, ... the need for flexibility to meet changing social needs, and the participation of students in decision making." (Ibid.) Others, such as Richardson, take another view, that "it is only a matter of time until we have a national collective bargaining law ... It will be negative for those institutions which can't make up their minds about how to adapt to new forms of decision making and, ... such institutions are likely to find themselves under new leadership before too long under any circumstances." (Richardson, p. 55)

Richardson sums up his ideas of what collective bargaining can and should be quite well. Decisions reached through the collective bargaining process should be "fair to both faculty and administration. A fair contract that is well administered can provide a number of important ad-

vantages both to administration and to faculty." (Ibid.) He goes on to point out that a contract should include a grievance procedure that makes "it possible for faculty to expose inequities in lack of good judgement which is sometimes displayed." (Ibid.) It will also have "binding arbitration so that unfair decisions ... can be appealed to a neutral third party beyond the board of trustees." (p. 55) Such policies must be "legally protected ... (so) ... they cannot be changed arbitrarily by the board of trustees without advance consultation with the faculty." (Ibid.)

Boards and administrators should be aware that "the growth trend of unionization in community colleges is up." (Blumer, p. 29) Blumer also points out that "as new states pass enabling legislation, more community colleges will become unionized ... (Thus) ... "collective bargaining will surely be one of the most important developments of this decade." (Ibid.)

The trend in unionization of community college faculties noted by Blumer, Richardson, and others comes about because teachers no longer feel they should be treated as second class citizens. When they see others uniting to protect and to advance their situations, it is not surprising that teachers will also follow suit. It is not just teamsters, office workers, and skilled tradesmen who have joined unions and worked for collective bargaining. Teachers have seen government workers, policemen, postal workers, garbage collectors, firefighters, join unions to improve their lot. What is more, teachers are also aware that doctors, lawyers, actors, newspapermen, musicians and many other professionals have joined unions or organizations that work to advance and protect their rights and pocketbooks.

Teachers are also tired of the "numerous schemes for evaluating

faculty by administrators, but have yet to see any of these arrangements produce results that justify the cost and nuisance that is involved in implementing them." (Richardson, p. 55) Harper is typical of those "institutions (which) have created numerous committees, all of which have been advisory to the president; interpreted to mean that if these committees produced recommendations with which the president agreed, they would be accepted, otherwise, ignored." (Ibid., p. 52) Faculty believe they should have influence in decisions regarding hiring of new faculty, retention, evaluation, and promotion. A faculty involved in its own destiny will be a secure faculty, willing to work with administrators, and have time to be responsive to their students. In short, they will be able to do the work for which they were hired.

If collective bargaining is not the answer to many of these concerns, then nothing else is on the horizon. If there is such a viable alternative, it would have to provide for impasse, mediation, fact-finding, arbitration; otherwise faculty will be forced to accept board decisions without the "recourse that will be available to their colleagues...(who) ...have chosen to...affiliate with an external union." (Ibid, p. 55)

While collective bargaining may not be inevitable through action of individual boards or action of state legislatures, Richardson notes (p. 59) that "it is highly probable its results will be more beneficial than harmful." Both Richardson and Blumer agree that "it is only a matter of time until we have a national collective bargaining law." (Ibid., p. 55) Blumer notes that two bills in the U. S. Congress would "extend bargaining rights to faculty in states which do not now have enabling legislation. House Bill 9730 would extend the provisions of the National Labor Relations Act to public higher education. House Bill 8677... is a

broader bill extending bargaining rights to faculty members under a specially formed public employment relations commission." (Blumer, p. 29)

Faculty realize that good administrators are of utmost importance to the functioning of any good institution. Most faculty would agree with Richardson (p. 59) that "It is not possible to diminish or displace effective administrators without diminishing the institution as a whole." Faculty believe that it is possible to work together under collective bargaining and much can be accomplished under it as effectively, if not more so, as under participative governance. The difference is that participative governance is a right given to faculty by board/administration, whereas collective bargaining leads to rights and privileges mutually agreed upon. Collective bargaining, according to Richardson (p. 55), has "the effect of reducing random behavior by trustees." Under collective bargaining faculty have a means of redressing grievances through due process and not by leave of the board. The board, as well as the faculty, are forced, thereby, to recognize their limitations as well as their strengths.

Collective bargaining allows both management and labor (or board and faculty) to meet as equal partners in education. One has to believe in democracy to fully accept this concept. The worker has only his services to sell while management provides the marketplace for him to sell his services. Neither can exist very well without the other.

It would be naive to suggest that unionization and collective bargaining are without fault. Albert Shanker, asked "What gains has collective bargaining brought for teachers?" responded:

> ...There is no question that teachers' salaries have improved. They now have a lunch period and coffee breaks. They have a grievance procedure.

> The main impact is that it made teachers a political force. What candidate for president or congress ever cared about what teachers thought before? It was a group of 3 million people, the largest working group in the country, and nobody cared about them. Now, of course, every presidential or gubernatorial candidate is concerned about where teachers stand.
>
> There still is a question of whether teachers are going to use that new power intelligently or narrowly and stupidly. They could use it in a narrow way and go out with a sledge hammer and say, "I'm going to vote for those people who give me "X" number of dollars and not care about what happens to employment and the rest of our society." If teachers exercise that power in a selfish way, I would predict there would be repressive legislation to prevent them from engaging in political action. (Chicago Tribune, 3/3/77)

In those last three paragraphs can be found the total lesson of this study. Teachers must be recognized as a force - political, economic, educational - to be reckoned with. They are no longer willing to let boards and administrators dictate their destiny. On the other hand, teachers must be careful of how they exercise that power and influence. Improper use of their power can lead to repression and, perhaps, a worse state of affairs than they have ever known.

AFTERWORD

On April 9, 1977, William Kelly, Robert Rausch, and Judith Troehler were defeated in their bid to be reelected to the Harper Board of Trustees. They came in fifth, sixth, and seventh in a field of seven candidates. The faculty worked hard to bring about their defeat. On May 10, 1977, the lower house of the Illinois Legislature passed the collective bargaining bill mentioned in this study. It will allow teachers the right to strike. The Senate must now act on this bill which Governor James Thompson is committed to signing when it reaches his desk.

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APPENDIX A

THE STATE OF COLLECTIVE BARGAINING LEGISLATION

THE STATE OF COLLECTIVE BARGAINING

Increasingly the right of public employees to bargain collectively is established and protected by legislation, executive orders, or municipal ordinances. The right of federal employees to bargain collectively was initially authorized in 1962 by Executive Order 10988. In 1969, Executive Order 10988 was reissued and modified by Executive Order 11491. The approximately 750,000 United States postal employees who were formerly covered by Executive Orders 10988 and 11491, now come under the labor relations provisions of the Postal Reorganization Act which incorporates most of the provisions of the Labor Management Relations Act.

Wisconsin in 1959 was the first state to enact legislation authorizing collective bargaining for public employees. Since then, well over half the states have enacted a legislation permitting collective bargaining by some or all categories of public employees. The following is a summary of the legislation enacted to date:

Twenty-five states have enacted reasonably comprehensive statutes of general applicability: Alaska (all public employees), California (all municipal and state employees; two statutes), Connecticut (all municipal employees), Delaware (all public employees), Hawaii (all public employees) Kansas (all public employees; local option as to coverage), Maine (all municipal employees), Massachusetts (all public employees; two statutes), Michigan (all public employees except classified state employees), Minnesota (all public employees), Missouri (all public employees except policemen and teachers), Montana (all state and local government employees), Nebraska (all public employees), Nevada (all local government employees including teachers), New Hampshire (classified state employees and non-academic university employees), New Jersey (all public employees), New York (all public employees), North Dakota (all public employees), Oklahoma (all municipal employees),,Oregon (all state and local government employees including teachers), Pennsylvania (all public employees), Rhode Island (all public employees; five statutes), South Dakota (all public employees), Vermont (all state and municipal employees; two statutes), Washington (all local government employees), Wisconsin (all state municipal employees including teachers; two statutes).

Fifteen states have enacted separate statutes granting teachers the right to bargain collectively: Alaska, California, Connecticut, Delaware, Idaho, Indiana, Kansas, Maryland, Montana, Nebraska, North Dakota, Oklahoma, Rhode Island, Vermont, Washington.

Twelve states have enacted collective bargaining laws covering firemen and/or policemen.

Several states have also enacted collective bargaining legislation that is limited to transit authorities, port authorities, or other special districts.

In addition to the numerous statutes referred to above, a number of municipalities in states that do not have collective bargaining legislation have passed charter provisions or enacted ordinances granting their

employees the right to bargain collectively. Jacksonville, Florida, and Baltimore, Maryland, are two prominent examples. (Smith, et al, 332-3)

APPENDIX B

FACULTY SALARY QUESTIONNAIRE

AND

TABULATION OF RESPONSES

December 9, 1975

TO: All Faculty

FROM: Salary Negotiations Committee

RE: Attached Questionnaire

Please fill out and return the enclosed questionnaire to Ron Short or to one of the other committee members (listed below) as soon as possible or at least no later than Friday, December 12. Your response is earnestly solicited as we want to be sure to represent you in negotiating salary with the board of trustees.

Your salary committee this year:

Mike Bartos - (Liberal Arts)
Roy Mottla - (Liberal Arts)
Ron Short - (LRC)
Phil Stewart- (Social Science)

The committee thanks you in advance for your cooperation and support and wishes you a happy holiday season.

HARPER COLLEGE FACULTY SENATE, INC.

Salary Negotiations Committee
December, 1975

QUESTIONNAIRE

1. How important is a raise in salary to you?

Circle response: Most important Very Important Important So-So Not Very

2. What would you consider a Satisfactory salary increase? (Not what you would want or expect, but what you would consider satisfactory.)

Circle response: Over 25% 25-20% 20-15% 15-10%

3. Did last year's salary increase cover your cost of living expenses?

Circle response: Yes No Just barely

Any comment on this?

4. Should the committee attempt to negotiate a salary settlement for more than one year?

Circle response: Yes No Depends on nature of settlement

5. In previous questionnaires you have been given a list of suggested fringe benefits as possible subject for negotiations. This year we invite you to list your own ideas for FRINGE BENEFITS. (Fringe benefits are payments other than wages or salary made to all employees, as in the form of a pension, vacation, insurance, etc.) Previous questionnaires have listed tuition for dependents, dental, pension, life and health insurance, etc.

6. Should the salary committee, in your opinion, negotiate this year on the following matters: (Circle your preferences.)

Class size Teaching load Overload pay scale Summer School pa

Ranges Promotions Other ideas you would suggest:

7. MASTER CONTRACT: (Same as last two years.) It has been suggested that the faculty bargain for a "master contract." Such contracts are usual in companies (or schools) that have bargaining agents and where there is a collective bargaining agreement. Such contracts ordinarily spell out many details of the employer's and employee's rights and obligations. As in all contracts, these details become binding on both parties. Items such as hours and days of duty, days off, fringe benefits, class load, class size, extra-curricular duties and pay), are examples of items that might be included in such contracts. All matters of employment would be included in such a contract. (Such an agreement must be written through collective bargaining effort.) It must be stressed that any deviation from

the terms of the contract by either party would constitute a breach of contract.

In your opinion, should the negotiations committee propose that such a contract be considered for the 76-77 school year?

Circle response: Yes No Not sure Comment:

8. The results of a faculty questionnaire show a preference for a step-lane salary system over our present rank system. Should the salary committee negotiate a change to the step-lane system?

Circle response: Yes No Not sure Comment:

9. Or, alternately, should we negotiate a separation of rank and salary, as is done with the Harper administration?

Circle response: Yes No Not sure Comment:

10. Are you in favor of having a committee of the Harper College Faculty Senate negotiate for salary and monetary fringe benefits on behalf of the entire faculty of the college?

Circle response: Yes No Not sure Comment:

11. Should the salary committee negotiate a continuation of the agreement with the board'that recognizes the Faculty Senate's salary committee as the faculty's sole bargaining agent?

Circle response: Yes No Not sure Comment:

Please return this immediately to RON SHORT. Thank you for your cooperation.

CONCLUSION - Harper Faculty Senate Questionnaire of 12/75
TOTAL ANSWERING - 117

1. 44 felt raise in salary most important
   43 very important
   25 important
   4 so-so
   0 not very
   3 chose not to answer

2. 77 felt a satisfactory salary increase would be 20-15%
   36 20-15%
   3 25-20%
   2 did not answer
   0 over 25%

3. 53 felt that last year's salary increase did not cover their cost of living
   37 felt it just barely covered
   16 felt it did cover their cost of living
   11 chose not to answer

4. 79 answered that it depended on nature of settlement
   31 felt the committee should not attempt more than one year settlement
   9 felt the committee should attempt more than one year settlement
   1 chose not to answer

5. 44 chose not to answer this question
   36 had other suggestions
   22 tuition but mentioned both dependents and/or their own
   21 mentioned dental insurance in one way or other
   18 mentioned life and health insurance
   16 mentioned pensions

6. Overload pay scale seemed to rank the highest with 56
   Summer school pay ranked #2 with 51
   Ranges ranked #3 with 48
   Promotions ranked #4 with 48
   Teaching load ranked #5 with 40
   Class size ranked #6 with 31
   11 suggested other preferences
   11 chose not to answer

7. 58 felt the committee should not propose a master contract for 76-77.
   31 were not sure
   27 felt the committee should propose this contract for 76-77.
   11 chose not to answer

8. 59 felt the salary committee should negotiate a change
   40 were not sure
   19 felt the committee should not negotiate such a change
   5 chose not to answer

9. 44 were not sure that a negotiation of separation of rank and salary should occur.
   40 answered yes
   22 answered no
   7 chose not to answer

10. 92 were in favor
    16 were not sure
    8 were not in favor
    6 suggested a professional negotiator

11. 89 answered yes
    21 were not sure
    5 answered no
    2 chose not to answer.

APPENDIX C

EXISTING SALARIES FOR 1975-76

FACULTY SALARY PROPOSALS

10/1/75

EXISTING FACULTY SALARY ANALYSIS
1975-76

(This Information Supplied by Administration)

Instructors (62)

17,051	11,989	
16,466	11,800	
16,300	11,500	
15,902	11,450	
15,266	11,350	(2)
15,171	11,200	
14,958	11,000	
14,956	10,928	
14,950	10,900	
14,915	10,350	
14,787	$832,833	
14,771		(3)
14,597		
14,577	$ 13,433 Av. Sal.	
14,422		
14,312		(2)
14,309		
14,227		
14,050		
14,030		
14,000		
13,782		
13,780		
13,667		
13,506		
13,504		
13,375		
13,276		
13,252		
13,218		
13,150		(2)
12,999		
12,941		
12,925		
12,922		
12,874		
12,816		(2)
12,797		
12,759		
12,700		
12,550		
12,500		
12,250		
12,000		(2)

Associate Instructors (13)

14,883
14,842
14,630
14,617
14,312
14,100
12,884
12,000
11,900
11,500
11,131
10,544
9,750
$167,093
$ 12,853 Av. Sal.

10/1/75

EXISTING FACULTY SALARY ANALYSIS
1975-76

Professors (13)

26,608	
26,582	
26,373	
25,265	
24,684	
24,535	
24,526	
23,726	
23,638	
23,401	
22,758	
20,187	
19,386	
$311,669	

$23,975 Av. Sal.

Associate Professors (46)

24,360	(2)	
24,049	20,998	
23,826	20,064	
23,424	19,989	
23,374	19,961	(2)
23,187	19,847	
23,041	19,837	
23,013	19,778	
22,697	19,680	
22,601	19,397	
22,539	19,198	
22,473	19,196	
22,412	19,159	
22,380	18,705	
22,184	18,499	
22,166	18,462	
22,132	18,426	
22,044	18,145	
21,829	17,880	
21,652	17,407	
21,586	17,128	
21,438	$966,917	
21,404		
21,029	$ 21,020 Av. Sal.	

Assistant Professors (68)

21,329	16,638	
20,860	16,606	
20,667	16,531	
20,606	16,525	
19,680	16,491	
19,519	16,399	
19,504	16,337	
19,337	16,331	(2)
19,333	16,095	
19,173	16,075	
19,112	16,068	
19,024	16,032	
18,716	15,907	
18,270	15,902	
18,233	15,459	(3)
18,061	15,383	
17,985	15,372	
17,935	15,292	
17,922	15,275	
17,773	15,261	
17,767	15,170	(2)
17,654	15,060	
17,612	14,944	
17,361	14,746	
17,281	14,290	
17,228	14,284	
17,200	14,038	
17,183	13,543	
17,182	12,803	
17,161	$1,153,074	
17,160		
17,051	$16,957 Av. Sal.	
17,069		
16,997		
16,853		

Total Salaries	(202)	$3,431,586
Average Salary		$16,988

HARPER COLLEGE
SALARY SCHEDULE FOR
1976-77 School Year

	RANGE A MA	RANGE B MA + 15	RANGE C MA + 30	RANGE D Ph.D. or MA + 60
1.	12,000	12,600	15,200	16,800
2.	12,700	13,300	15,900	17,500
3.	13,400	14,000	16,600	18,200
4.	14,100	14,700	17,300	18,900
5.	14,800	15,400	18,000	19,600
6.	15,500	16,100	18,700	20,300
7.	16,200	16,800	19,400	21,000
8.	16,900	17,500	20,100	21,700
9.	17,600	18,200	20,800	22,400
10.	18,300	18,900	21,500	23,100
11.		19,600	22,200	23,800
12.		20,300	22,900	24,500
13.		21,000	23,600	25,200
14.			24,300	25,900
15.				26,000
16.				27,300

PLACEMENT ON SCHEDULE

1. Experience Factor - A step is synonymous with one year of full time teaching experience. Faculty members must document full time teaching experience acquired outside Harper College.

2. Industrial Experience - For faculty teaching in career programs a step is synonymous with the total number of years of full time teaching or years of relevant industrial experience or any combination thereof. Initial placement on the salary schedule for career program faculty will be arrived at by mutual consent of the faculty member and the appropriate administrator and will be in an amount greater than the faculty member's current salary. In the case of career faculty academic requirements may be waived for initial placement.

3. Movement Between Ranges - Once initial placement is established, movement between ranges can be accomplished by acquiring additional graduate hours in the subject matter area or related fields - 15 hours to go from Range A to Range B, 15 hours to go from Range B to Range C, 30 hours to go from Range C to Range D. In fields where graduate course work is not appropriate, equivalent experience may be considered.

4. Initial Placement - For initial placement in this schedule anyone currently in the assistant professor column of the present salary schedule would be placed at least in Range B of this new schedule; those in the associate professor column would be placed at least in Range C; those in the professor column would be placed in Range D. Associate instructors would be placed in Range A.

PROPOSAL #2

HARPER COLLEGE
SALARY SCHEDULE FOR
1976-77 and 1977-78 School Year

	RANGE A MA	RANGE B MA + 15	RANGE C MA + 30	RANGE D Ph.D. or MA + 60
1.	12,700	13,300	15,900	17,500
2.	13,400	14,000	16,600	18,200
3.	14,100	14,700	17,300	18,900
4.	14,800	15,400	18,000	19,600
5.	15,500	16,100	18,700	20,300
6.	16,200	16,800	19,400	21,000
7.	16,900	17,500	20,100	21,700
8.	17,600	18,200	20,800	22,400
9.	18,300	18,900	21,500	23,100
10.	19,000	19,600	22,200	23,800
11.		20,300	22,900	24,500
12.		21,000	23,600	25,200
13.		21,700	24,300	25,900
14.			25,000	26,600
15.				27,300
16.				28,000

FACULTY SALARY PROPOSED - 3d Revision

INSTRUCTOR (Proposed Designation: Range A or MA)

If Present Salary is	New Salary for 1976-77 (Step 1)	Salary for 1977-78 (Step 2)
10,350 to 12,550*	Placement in correct step (depending on no. of years of teaching in Harper College and other schools or related work experience. See attached.) In no case would anyone take a step backward.	Move to next step in lane or move to next or appropriate lane (range) for which teacher is qualified by experience and education. (See attached.) In no case would anyone be moved backward since initial place is based on administrative judgment at time of hiring.
12,700 to 13,375		
13,504 to 14,050		
14,227 to 14,787		
14,915 to 15,171		
15,266.to 15,902		
16,300 to 16,466		
17,051 to 18,000		

*All figures in this column based on present salaries.

ASSISTANT PROFESSOR (Proposed Designation: Range B or MA + 15)

12,803 to 14,290	Same as above	Same as above
14,746 to 15,383		
15,459 to 16,095		
16,331 to 16,638		
16,853 to 17,361		
17,612 to 18,061		
18,233 to 19,337		
19,504 to 21,329		

ASSOCIATE PROFESSOR (Proposed Designation: Range C or MA + 30)

17,128 to 18,499	Same as above	Same as above
18,705 to 19,680		
19,778 to 20,064		
20,998 to 21,652		
21,829 to 22,380		
22,412 to 23,013		
23,041 to 23,424		
23,826 to 24,400		

PROFESSOR (Proposed Designation: Range D or MA + 60 or Ph.D or Ed.D.)

17,500 to 18,200	Same as above	Same as above
18,201 to 19,386		
19,387 to 20,188		
20,189 to 23,638		
23,639 to 24,535		
24,536 to 25,900		
25,901 to 26,610		
26,611 to 28,000		

FACULTY SALARY PROPOSAL
4th Revision

The Faculty Salary Committee recommends the adoption of the attached Salary Ranges for 1976-77 and further recommends the following guidelines for implementation:

1. Each member of the faculty represented by this committee and at present employed by Harper College shall receive a minimum raise not to exceed 13.9% over and above their present salary.

2. After #1 is computed, each faculty member shall be placed on the next highest salary step according to the attached proposed ranges.

3. In addition to #1 and #2 above, one promotion shall be allowed according to eligibility.

4. Additional credit for experience shall also be computed.

5. In subsequent years this plan shall be followed although it is expected that, due to inflation and other non-predictable economic factors, the specific salaries in the attached will have to be adjusted.

* - These figures to be presented at time of negotiation.

PROPOSAL #5

1976-77 Bargaining Proposal

N.B.: This is the fifth Bargaining Proposal presented to the Harper College Board of Trustees by the Faculty this year.

PREAMBLE: The faculty negotiations committee is appointed by the President of the Faculty Senate with the advice and consent of the Senate. The Senate is the only body at Harper College that represents and speaks for the faculty. This is a fact attested to by tradition (the Senate has been in existence since the beginning of the College and has represented the faculty in negotiations since the first year of the college) and by the recognition agreement between the Board and the Senate which at first was merely a "gentlemen's agreement" but since 1974 has been in the form of a written contract. It should also be noted that the present vice-president for academic affairs was the first elected president of the Faculty Senate. Acting in that capacity, the vice-president for faculty affairs appointed the first negotiating committee with the advice and consent of the Senate.

I. SALARY

1. All faculty covered by this agreement shall receive the full benefit of any negotiated raise, including any and all fringe benefits. We consider this the most important aspect of this entire proposal because we negotiate for ALL the faculty, not a portion of it.

2. Salary for all full-time faculty shall be increased by plus cost of living increases or decreases every three months based on Bureau of Labor Statistics information. This provision is to be in effect for one year, subject to renegotiation. The faculty committee has already presented much information to support the reasonableness of this provision.

3. Minimum base pay for all faculty covered by this agreement shall be fixed at $12,000.00.

4. As an alternative to #2 above, we propose the adoption of the attached step-lane system. This is different from the one presented to the Board in the previous proposals. This system is based on the system cu[illegible]ly in force in the Chicago City Colleges with adapta[illegible] and changes made to fit the Harper model.

5. Summer school pay for full-time faculty shall be increased to 90% of salary.

The rationale for the present practice of 80% of salary does not apply to all faculty. Salary for summer teaching shall be computed as follows:

$$\frac{\text{Salary}}{1} \times \frac{8}{36} \times \frac{X}{Y}$$ (X = number of hours taught in summer; Y = 12 or 15, depending on usual assignment)

6. A. Salary for overload courses taught by full-time faculty shall be computed as follows:

$$\frac{\text{Salary}}{1} \times \frac{X}{Y}$$ (X = number of hours taught as overload; Y = number of hours taught per year as regular load)

It seems reasonable to assume that work done over and above the contracted salary should be paid for at a higher rate.

B. Full-time faculty shall have the right of first refusal of overload assignments before part-timers are assigned.

7. In the event the Board does not want to change to the step-lane system, then a promotion shall be awarded every four years to any faculty member who has received an evaluation of satisfactory or better for four years in a row, and if such member has not been promoted within the past four years.

II. MONETARY FRINGE BENEFITS

1. Dependent tuition reimbursement for all courses taken at Harper.

2. Faculty shall be allowed free eye examinations and free glasses as needed.

3. Limits on the amount of medical coverage shall be increased to at least $75,000.00.

4. Life insurance shall be increased to double the annual salary of each employee covered by this agreement. This benefit will be paid for by the College.

5. Provision shall be made to have medical insurance available to retired faculty.

6. For service on peer evaluation committee faculty shall receive $125.00 for each such committee with a limit of service on no more than three committees.

7. Faculty shall be permitted the services of the day care center for dependent children at a 50% discount. This is a logical extension of the College's women's programs. Obviously such a program could not exist (Child Care) without children.

8. Each faculty member covered by this agreement shall be allowed two personal business days each semester.

9. A joint committee of three full-time faculty and three administrators shall be appointed (the faculty by the President of the Faculty Senate, the administrators by the President of the College or his designee) to study faculty workload. The committee shall prepare a joint report which shall be then submitted directly to the Chairman of the Board of Trustees, and simultaneously, to the President of the College and the President of the Faculty Senate. This committee shall be appointed no later than July 1, 1976. Its report shall be presented no later than November 1, 1976. The Board shall respond to this report no later than February 1, 1977. The charge to the committee shall be presented jointly by the President of the Faculty Senate and the President of the College or his designee.

III. RENEWAL OF CONTRACT

1. The Recognition Agreement between the Board and the Faculty shall be extended for one yaar, to June 1, 1977.

2. Working conditions shall be included in the recognition agreement as a fit and proper subject for negotiations.

3. Arbitration Agreement: A. In the event of inability to agree to interpretation of subject matter and/or terms of this agreement, such disagreement shall be submitted to interpretation by an arbitrator selected by both parties to this agreement prior to the start of negotiations. B. To determine whether a dispute shall be submitted to the arbitrator, the negotiators for both teams (and not their advisors) shall vote on the issue and the negotiators shall abide by the will of the majority.

PROPOSAL #6

March 13, 1976

ADDENDUM TO 1976-77 BARGAINING PROPOSALS

II. Salary

1. 15.9% of increase in pay + cost of living increases or decreases every three months based on Bureau of Labor Statistics information. This provision is to be in effect for one year, subject to renegotiation.

2. No change.

3. No change.

4. As an alternate to #1 above, we propose the adoption of the attached step-lane system, with the following change:

   1. Each member of the faculty represented by this committee and at present employed by Harper College shall receive a raise not to exceed 13.9% over and above their present salary.

PROPOSAL #7

(also used from May 21 to end of negotiations)

1976-77 Bargaining Proposals

Faculty Negotiating Committee:

Michael Bartos, Chairman
Roy Mottla
Ron Short
Phil Stewart

I. Monetary Fringe Benefits

1. Full-time faculty shall have the right of first refusal of overload assignments before part-timers are assigned. Salary for overload courses for FULL-TIME faculty shall be computed as follows:

$\frac{\text{Salary}}{1} \times \frac{X}{Y}$ (X = number of hours taught as overload
(Y = number of hours taught per year as regular load

2. Dependent tuition reimbursement for all courses taken at Harper.

Most companies allow employees some share of their product, either at a reduced rate, or free. The cost of this fringe benefit to the college would be minimal. Other community colleges (McHenry, Triton, Rock Valley) have existing plans.

3. Summer school pay shall be increased to 100% of regular salary.

The reason for the existing practice does not apply to all faculty. Salary for summer teaching shall be computed as follows:

$\frac{\text{Salary}}{1} \times \frac{8}{36} \times \frac{X}{Y}$ (X = number of hours taught in summer
(Y = 12 or 15, depending on usual assignment

4. Faculty shall be allowed free eye examinations and free glasses as needed.

This is a logical inclusion in any health care program. Eye strain and weakening of vision is

an occupational hazzard for teachers, counselors and librarians.

5. Increased medical coverage.

   Limits on the amount of coverage should be increased to meet the demands of inflation; suggestion: at least $75,000. A provision for long-term disability up to age 65 with cost of living provision shall also be added.

6. Life insurance shall be increased to double the annual salary of each employee covered by this agreement. This benefit to be paid for by the College and each employee shall have the option to purchase at least another 50% coverage at his/her option.

7. Provision shall be made to have medical insurance available to retired faculty.

8. For service on peer evaluation committee faculty shall receive $125.00 for each such committee with a limit of service on no more than three committees.

9. Sabbaticals shall be termed fellowships.

10. Faculty shall be permitted the services of the day care center for dependent children at a 50% discount.

11. Work load shall be changed to read 14-16 hours for faculty where 14-17 now applies and 16-18 to be inserted where 16-19 now applies. (See p. 5, #5, of last year's negotiation report.)

12. Each faculty member covered by this agreement shall be allowed one personal business day each semester.

13. Dental care for faculty and dependents shall be paid for by the college in toto.

II. Salary

1. ____% increase in pay + cost of living increases or decreases every three months based on Bureau of Labor Statistics information. This provision is to be in effect for one year, subject to renegotiation.

2. Minimum base pay for all faculty covered by this agreement shall be fixed at $12,000.00.

3. All faculty covered by this agreement shall receive the full benefit of any negotiated raise, including all fringe benefits.

4. As an alternate to #1 above, we propose the adoption of the attached step-lane system, previously presented to the Board as our proposal #4.

III. Renewal of Agreement

1. The Recognition Agreement between the Board and the Faculty shall be extended for one year, to June 1, 1977.

2. Working conditions shall be included in the recognition agreement as a fit and proper subject for negotiations.

APPENDIX D

MISCELLANEOUS

REPORT OF ROBERT RAUSCH ON NEGOTIATIONS TO

BOARD OF TRUSTEES ON MARCH 12, 1976

I would like to report to the Board in regard to the negotiations with the faculty. To date there have been six meetings with the faculty team; January 12, 20, 26, February 9, March 1 and 7.

On January 28, the Faculty Senate filed suit against the Board. This suit was dismissed on February 4 and refiled February 6, as two separate actions. We found out about this during our meeting on February 9. The actions came to a hearing on February 20. The first action asked that we be held in contempt of last year's ruling about salaries because we passed new ranges at the December Board Meeting. We would have been in contempt if we had reduced current salaries, an action we neither contemplated nor took. This action was continued to March 24 because I offered to introduce a resolution affirming our intent not to reduce any faculty salaries. The other action was completely dismissed. According to our legal counsel, the meaning of the court's dismissal is as follows:

1. That the Board can determine what it will bargain and if it will bargain, and when it will bargain.

2. That the faculty's attempt to make the Board negotiate their proposal was denied by the Court.

3. That the faculty's attempt to make the Board negotiate their proposal was denied by the court.

4. That the faculty's contention they were entitled to a counter-offer was rejected by the Court.

In addition, the Illinois statutes specifically:

- Authorize the Board the right to establish salary ranges.

- State that the Board has the duty and the right to fix teachers' salaries.

Immediately after the hearing, we requested the faculty team to prepare a proposal within the schope of the agreement and requested meetings on February 27, 28, March 1 and 2 to enable both sides to reach a speedy agreement. Such a proposal was presented on March 1.

It was, however, incomplete. This proposal does not and did not contain a percent or dollar figure as a proposed increase to salaries. Three months after starting negotiations, we still do not have a proposed increased figure to negotiate about. A meeting was held on March 7 during which the faculty indicated that they did not have the information needed to present a demand for increase in salaries.

The Board team had hoped that after three months, the faculty team would be able to present a complete proposal, on which for the first time encompassed the faculty demands for increase in salary. It was very disappointing that the faculty team did not present such demands. It must be emphasized that the Board team cannot engage in meaningful negotiations until it has all the elements of the faculty proposal in hand. It would be impossible to negotiate a package on salaries and monetary fringe benefits while we do not yet have the salary increase demands to be made on behalf of the faculty. The Board and its team have consistently requested that a proposal be given as a basis for negotiations. This request was first made in November, reiterated in December and at every meeting with the faculty since January 12. The request in late February for personal history data and identification of individual salaries by name are not within the scope of the agreement. And yet, this is what the faculty team stated on February 17, two and one-half months after its appointment, was essential for their proposal. We have supplied the faculty team with salary information customarily given to the Senate negotiating team. This is the same information previous faculty teams have found sufficient. Indeed, if any information not ordinarily included had been deemed necessary by the faculty team, they should have gathered it from the faculty back in November. It was on November 25, you will recall, that the faculty Senate's president had informed us that the faculty team was organized and ready to begin negotiations.

The faculty team has been advised of a target date of April 1, by which time negotiations must be substantially concluded. I have also advised the faculty team that, failing substantial agreement by that date, the Board team would withdraw from negotiations and report to the Board so that the Board can decide how best to meet its legal obligation to decide on salaries of next year. This target date was established for the following reasons:

1. Negotiations are, at best, a difficult process that can be a waste of human resources. Maximum results are usually achieved when both parties work within a reasonable time frame.

2. Harper College is a complex multi-million dollar enterprise. Salaries are a significant portion of the annual budget (approximately 75%) and of the financial five-year plan. Negotiations must be completed on a timely basis to properly plan and develop a budget.

3. Each faculty member is entitled to receive his or her contract as early as practical in order to evaluate personal emplyment circumstances for the following year.

4. While the faculty salaries are the largest single budget item, negotiations are also conducted with the three other employee groups who form the college staff. These groups desire and deserve a timely settlement of their salaries for next year.

It is the belief of the Board team that the faculty team has had the necessary information to arrive at a demand for salary increases. It is further the belief of the Board team that no meaningful negotiations can take place until salary increase demands are presented by the faculty team. It is with regret that I have to make this report. Weeks of time, which could have been spent in reaching an agreement were instead spent discussing items outside the scope of the agreement and waiting for court appearances. The court has sustained the Board's position and we have not yet received a full proposal from the faculty team. Should one be presented within a reasonable time frame, I hope that, with dedicated effort on both sides, we can meet our target date.

STATEMENT OF SHIRLEY MUNSON, CHAIRMAN OF

BOARD OF TRUSTEES AT MEETING OF MARCH 12, 1976

Harper College salaries have traditionally ranked in the upper 10-20% of academic salaries nationally by the AAUP. This ranking applies to all ranks, but is also true if Harper salaries are compared to salary schedule types of salary administration.

Over the past five years, exclusive of promotional increments, continuing faculty have enjoyed the following increases in salary:

	1971-1975 Cumulative
1975 - Average - $1,583 = 9.7%	134.28%
1974 - Average - $1,375 = 9.3%	122.41%
1973 - Average - $ 721 = 5.2%	117.80%
1972 - Average - $ 650 = 4.83%	112.00%
1971 - Average - $ 879 = 6.83%	106.83%

These increases, it must be remembered, are in every instance higher, than the national average reported by the AAUP, and have averaged in the top 3 or 4 in Illinois every year.

Harper College is right in step with higher education. Out of 1,548 institutions included in the 1974-75 AAUP survey, only 293 or 19% have the schedule type of salary administration recommended by the faculty.

Since the inception of the college, 118 promotions have been awarded. This represents 60% of the existing 1975-76 faculty. The Board accepts the fact that faculty pressure for promotions is closely related to monetary fringe benefits associated with it.

It appears that the faculty may be interested in obtaining a primary and secondary school salary administration program while at the same time demanding th freedom and privileges associated with higher education collegiality. We cite your desire for automatic salary increases and promotion, regardless of performance, while enjoying a lesser teaching load and all other freedoms generally attributed to higher education institutions.

Rules evolve generally from a perceived need. It is important for the board to remember that the Promotions Committee recommended 57 out of 59 candidates. Seven of the 57 recommended did not meet the minimum criteria established for the rank to which they aspired.

Fifty-seven of 59 is hardly the kind of screening the Board would expect from a faculty committee.

Promotions in higher education are generally awarded on the basis of performance, specified criteria, and availability of an opening. There are few, if any, automatic promotions in higher education, nor more than there are automatic promotions in the business world. Many persons go through their working life without progressing to their desired level.

An article written by Gordon Kilpatrick, "Academic Rank Criteria in American Junior Colleges," states that academic rank structure is increasing in frequency in American junior colleges. The primary reason is a desire to identify with senior institutions of higher education.

The American Association of University Professors 1974-75 Salary Survey states that although it is difficult to say that there is a perfect faculty mix, it is important to achieve a balance among the ranks. That survey showed that for all public two-year colleges reporting, the distribution of ranks was:

	AAUP Study	March 1976 Harper College
Professor	11.5%	9.7%
Associate Professor	22.0%	24.5%
Assistant Professor	38.9%	31.1%
Instructor	27.6%	34.7%

In the study reported by the AAUP, 217 out of 510, or 43% of the colleges have academic rank. I believe the Harper Board's position is reasonable and proper when looking at all the facts.

LETTER FROM PRESIDENT LAHTI OF APRIL 15, 1976

TO ADMINISTRATORS GIVING HIS VIEWS OF THE BARGAINING CONTROVERSY

Many faculty members have come either formally or informally asking questions about Board actions on salaries, quotas on the promotion process, job security, etc. I should like to emphasize that it is a leadership responsibility of administrators in time of academic debate to provide factual data about the working conditions, policy actions of the Board of Trustees and the professional work environment. Too many administrators, in time of controversy, become faceless, nameless, and hidden from their colleagues who are seeking information. Please understand that I am not suggesting that administrators engage in any kind of hard sell on any topic since this is contrary to the educational process if all facts are brought to bear on all sides of the question.

I should like to share with you my thoughts on the facts or conditions that prevail that have been requested of me.

1. The Negotiatiations Process and the Salary and Fringe Benefits Offered Faculty by the Board of Trustees. The Board of Trustees for two years, has tried to make it clear that it has every right to set policy which sets limits on ranges for all individual or employee groups for which they are statutorily accountable. Additionally, the Board of Trustees is the caretaker and the final responsible body for seeing that the processes of the organization are fair and timely to all individuals or employee groups. In summary, what the Board has maintained during negotiations is that there will be salary ranges for all employee groups. There must also be a deadline for completion of negotiations with all employee groups especially when it serves the interests of the entire organization. The Board felt that they did not want to mislead the faculty by negotiating without advising them at all times that these two standards would prevail during or at the end of the negotiations process. When the faculty committee were queried time after time about whether they could accept these conditions and sign them at the end of monetary and fringe benefit negotiations, they consistently said they would never agree to these conditions. Therefore, the Board committee had no other alternative but to report to the full Board this disagreement for final Board resolution.

2. Higher Education in Tight Economic Times. For the past ten years or more, higher education has enjoyed explosive growth and extremely equitable support. We have been on the upside of the growth, rewards and other support for carrying out educational objectives on behalf of citizens. Any literate and sensitive observer of contemporary societal trends can observe that higher education generally is in a leveling or on the downside of massive increases both in population and financial resources. Management and accountability of higher education is going to become more and more scrutinized by more and more

politicians, lay citizens and other less objective critics. In Harper's case, we stand to lose approximately $900,000 through the legislative process this year. However, we have a tentative plan for trying to offset some of these should this finally happen at the close of the present legislative season. Additionally, the Governor is suggesting raises of 5% or less for four-year colleges and universities in the state. I ask each of you to look at the past record of trustee performance on salaries and monetary fring benefits, including this year's settlement and judge for yourselves how well Harper employees have been treated. I also ask you to look at the bright future that Harper has in terms of growth job promotions, and job security.

In summary, it will be important for us to keep in mind that through the last decade we have been able to buy our way out of a few bad decisions and have come to expect liberal raises and promotions, well beyond what this state can continue to afford (think about the New York State example). In my opinion we can no longer expect the liberal promotions of the past, given the leveling and the competition for resources. We must manage ourselves better in order to continue to justify our increases and thus distribute resources equitably throughout the organization.

3. Job Security. I have heard in the halls that people feel that the best provision for job security will be provided by an outside organization. I ask that we examine carefully each individual motive and their past and present performance. It is my feeling that any outside organization will not provide any more security than what any true professional has already experienced at Harper and will continue to experience with satisfactory performance of his/her assigned duties. Consider the following:
(a) It is my contention that a full-time contractual faculty member at Harper can almost be guaranteed a continuing job at Harper given the flexibility we are trying to maintain with part-timers and absolute satisfactory performance. Harper is in a growth area and is projected to continue to grow for 10 to 15 years. We, as professionals, should be able to capitalize on it. The only way that I see a threat to job security is through activities of our own that might deface the reputation that Harper presently enjoys, thus causing a lack of confidence in the supporting population who may desire to send their young people elsewhere. The result would be the decline of certain programs. Our future job security, individually or collectively, is in our hands by how well we perform and how we act as professionals: not in an outside organization.
(b) A full-time faculty member can almost be guaranteed a continued highly competitive salary when measured against all other two-year and four-year colleges in the United States as a result of the growth and economic conditions expected in the college district.

(c) Because of the nature of our community, a professional at Harper can almost be guaranteed an unparalleled professional work environment where he may be treated (more so than a majority of any other two-year colleges in the country) as a true professional.

(d) The administration and the Board recognizes the high cost of living in this community and by many of the processes (termed liberal in many communities or academic societies), our faculty have been provided alternatives for supplementing their income. I ask you to compare on a broad base Harper's overload policy, the summer school teaching privileges, part-time jobs made available to faculty as needs exist, the SPED project funds and finally, the most recent action of the Board of Trustees to establish summer faculty fellowships. All of these privileges have been granted knowingly and conscientiously for a two-fold purpose: To serve the best interests of the institution and service to its students and, to provide new alternatives should faculty desire to supplement their income within the institution.

4. Promotions Process: I have been asked many times why the Board of Trustees has set quotas on promotion. The answer is very simple. The administration and faculty should look squarely at themselves. By all measures and comparable data, the promotions process at Harper in the past has been liberal. Because we have failed to discriminate in the various ranks and have thus pushed large numbers of faculty through the process, it was easy for lay citizens to observe that if we continued at that rate, all faculty in the next few years would be full professors at or near the top step of the professor's range. Given the fact that we failed to discriminate or establish by our own standards as many other distinguished higher education institutions have done, the lay trustees saw only one other course of action; that is, to set quotas and thus force a slow down of the process and require people to stand in line to earn promotions as vacancies occur. This is certainly not without precedent in higher education and in fact, could probably be documented as the mode of practice. The Board continues to believe that promotion from rank to rank should be earned, should have discriminative standards, and should be awarded as a privilege because of meritorious performance. The Board does not believe, nor do I, that the promotions process should be eroded to an automatic means of enhancing all faculty members' salaries. The Board has in the past, and I believe will continue, to keep all faculty salaries competitive, independent of the promotions process. The promotions process should simply be another award granted on top of what is already a competitive salary in higher education. Look at the record and facts on faculty salaries at Harper without the promotions process. Needless to say, there are a lot of retired or dead assistant and associate professors. In any distinguished institution, they have earned promotions and, in many cases, have had to stand in line.

The decision for the Harper faculty and administrators to make is

whether we wish to be considered higher education or do we wish to emulate the high schools to whom we are too often referenced. Do we wish to enjoy higher education privileges of academic freedom, setting our own office hours, freedom to come and go from campus, etc., or do we wish to teach five periods in a row, have hall duty, automatic salary schedules, etc.? We must make up our mind. We probably cannot expect both.

In summary, can we in the academic world, expect not to stand in line or work hard to earn promotions as all other people do in the outside world? We should inquire of our neighbors and friends who are outside of the academic society if promotions do not come hard or if they are not standing in line at times and if it does not appear from time to time that inequality or quotas are in existence. In my opinion, this is a fact of life that even academic must accept.

In conclusion, I ask that administrators discuss the facts of past, present and future of Harper in an objective way with all of those individuals who seek information. Then the academic society should decide its course of action and be willing to accept the consequences or good fortune that results.

MEMO OF PRESIDENT LAHTI TO

FACULTY, APRIL 29, 1976

Mr. David Macaulay, president of the Faculty Senate, provided my office with the salary survey which may be misconstrued as representative of faculty status at Harper. I asked the College Personnel Office to do a review of this data to see if the information was sufficiently accurate to represent true information to all professionals in the institution. After faculty and administrators have read the survey, I ask you to consider the information in light of the following.

First, as Mr. Macaulay's memo summarizes so well, only 78%, or 157 salaries of the 202 full-time faculty were included.

In the short time available, a review of the survey was completed through the office of the Vice President of administrative Services by comparing data already on hand. (A more comprehensive analysis would require at least two weeks.) Please note the following omissions or inaccuracies of the report as submitted:

1. Seven salaries (4%) do not exist.

2. Ten salaries (6%) cannot be identified.

3. Five salaries (3%) were counted twice.

4. Eight salaries (5%) were identified incorrectly.

5. Nineteen salaries (12%) were identified incorrectly as to the educational level of the faculty member.

The summary of these inaccuracies or omissions would reveal the following: Of the 157 salaries, 78% of the full-time faculty, 49 less than 157 were accurate, which would reflect that at most, only 107, or 53% of the faculty included were reported accurately. While I do not wish to discredit what may have been a very sincere effort, I only wish to see Harper's faculty salaries profiled and summarized in the most accurate way, if by chance it were going to be used to interpret Harper in any nature.

While I appreciate the comparisons that were made with select institutions, all should be aware of the following data which represent our position nationally:

I. Average Salary Ranking, by Academic Rank, Nationally, Based on 1975-76 AAUP Survey

	Harper Average Salary	139 Two-Year Public CC's Average Salary
Professor	$23,779	$22,280
Assoc. Professor	21,118	17,840
Asst. Professor	17,546	15,180
Instructor	13,020	12,390
All ranks	17,167	15,960

II. Average Compensation (Salary & Fringe Benefits) Ranking, By Academic Rank, Nationally, Based on 1975-76 AAUP Survey

	Harper Average Salary	139 Two-Year Public CC's Average Salary
Professor	$27,798	$25,800
Assoc. Professor	24,761	20,480
Asst. Professor	20,612	17,720
Instructor	15,416	14,360
All ranks	20,091	18,550

III. Ranking of Harper Average Compensation (Salary & Fringe Benefits) Against National Decils in AAUP Survey of 139 Two-year Public Community Colleges and All Institutions with Rank

		Two-Year Colleges			All Institutions		
	Harper	Upper 5%	10%	20%	5%	10%	20%
Prof.	$27,798	$34,040	$28,680	$25,880	$31,080	$28,630	$26,940
Assoc.	24,761	25,130	24,020	21,010	23,090	22,110	20,930
Asst.	20,612	22,360	20,520	17,770	18,740	17,980	17,150
Instruc.	15,416	17,930	17,080	14,570	15,680	14,920	14,110

MEMO OF PROFESSORS MC CABE AND BOEKE

TO FACULTY, MAY 4, 1976

Dr. Robert E. Lahti, President of Harper College, provided us with additional information on the salary survey which unfortunately may be construed to represent the true picture of faculty status at Harper College. While we do not question the accuracy of the statements in the letter of April 26, 1976, we ask the faculty and administration to closely examine the inferences drawn. In doing so please consider the following:

1. Using even the most elementary sampling techniques, a sample of 53% of any population (randomly selected) would yield an accurate profile of the population. Consider that we project the results of national elections based on as little as 5% of the vote.

2. Much is made of the fact that the per cent of total population sampled slipped from 78% to 53% because of 49 inaccurate salaries. However, we maintain that the amount of accuracy lost is insignificant with an "n" of over 100.

3. The discrepancy between Mr. Macaulay's figures and the administration's figures is $111,00 or less than 1% error based on average salary of $16,877.00 versus $16,988.00. This is well within the range of any expected sample error and less than 1/2 of one standard deviation from the mean.

4. While it is true that 49 salaries were in error, the size of the error was not stipulated. The fact that the total effect was only 6/10 of one per cent would seem to indicate that the errors were quite small.

While we do not wish to discredit what may have been a very sincere effort on the part of the College Personnel Office we note some oversights on Page 2 of the President's letter. Please note the following:

1. According to the AACJC office, there are at last count (May 3, 1976) 1230 two-year colleges in the United States. Of this number only 550 to 600 could be considered community colleges. The others are two-year branches of state universities, multi-campus state operated community colleges, technical institutes and private two-year colleges. The 139 colleges sampled would represent only 25% of the community college population.

2. Included in the AAUP study from the State of Illinois are only 5 of the state's 38 community colleges. They are Black Hawk, Chicago City Colleges, Lewis and Clark, Sauk Valley, and Harper. This group consists of two-year colleges with academic rank in Illinois.

3. Of the 550 community colleges some are as small as 200 students. The median size on a national basis is about 1500 students. No effort is made in the AAUP study to classify by size or geographical area.

4. Comparative data assembled by the negotiations committee over the last two years was not mentioned in Dr. Lahti's letter. That data listed seven community colleges, the boundaries of which are contiguous with Harper. This study showed Harper as ranking 4th in a field of 7: behind College of DuPage, Chicago City Colleges and Triton.

VITA

Michael W. Bartos was born in Chicago, Illinois, on September 24, 1930. He attended parochial grammar and high schools in Chicago. In June of 1955 he received the bachelor of philosophy degree from DePaul University, Chicago, where his major was English literature with minors in philosophy and education. Four years later he received the master of education degree, major in administration, from that same University, In June of 1963 Northwestern University, Evanston, Illinois, awarded him the degree of Master of Arts, major in English literature.

Mr. Bartos has taught English, literature, and business writing at William Rainey Harper College in Palatine, Illinois, since the college opened in August, 1967. He served as Chairman of the Division of Communications for one year. In March of 1977 he received a promotion to the rank of progessor.

Previous to teaching at Harper College, Mr. Bartos taught for nine years in the Leyden High Schools, Franklin Park, Illinois, and for two years at Notre Dame High School for Boys, Niles, Illinois. He has taught part time in other schools and served for more than three years as a member of the Maine Township Board of Education, Park Ridge, Illinois.

Michael Bartos married the former Patricia (Nell) Meehan in 1956. Mike and Nell now live in West Dundee, Illinois, with their seven children.

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